The Solicitors' Journal.

LONDON, FEBRUARY 21, 1863.

THE BAR of the Middlesex Sessions has once more challenged public indignation. The newspapers, however, are so accustomed to the same sort of thing that they have passed over the matter in contemptuous silence. This time the "scene" has been between one of the most prominent and respectable barristers attending these sessions and the deputy-assistant-judge, Mr. Payne. Here is the report of what occurred on Monday last:—

On George Gerkin and Charles Curtis being placed at the bar, charged with stealing two bedsteads, the property of Rosa Kemper, the mistress of Gerkin.

Mr. *Metcalfe*, who appeared for one of the prisoners, challenged the whole of the jury in the box, and they quitted it, but as one jury was locked up, and another was on duty in the court before Mr. Bodkin, the panel was exhausted, and another jury could not be obtained.

Mr. PAYNE said, if the learned counsel persisted in this course the case could not be tried that day.

Mr. *Metcalfe*.—I do not choose to have the case tried before a judge who not only sums up the evidence, but tells the jury what verdict they are to find.

Mr. Henry Charles Hanson (foreman of the jury).—I can assure your Lordship that we were not influenced at all by your summing up, but we acted upon our own conviction.

Mr. *Metcalfe*.—I want to have the case tried before a proper judge, and one who understands his business.

Mr. PAYNE.—I have tried thousands of cases, and I have endeavoured to do justice.

Mr. *Metcalfe*.—I have a right to challenge the jury. I object to this case being tried by the same jury as tried the other cases. Let it be tried in the other court.

Mr. PAYNE.—That is not a proper ground for your objection.

Mr. *Metcalfe*.—As I cannot object to the judge, I object to the jury. If it is to be tried before you I shall continue to object.

Mr. PAYNE.—This is an attempt at insubordination. I have tried cases for many years, and I am not going to be put down now. My only object is and ever has been public justice.

Mr. *Metcalfe*.—That is my object, but that is not administered here, and that is the opinion of every member of the bar.

Mr. PAYNE.—As you have prevented the case from being heard now, it must stand for Tuesday next.

Mr. *Metcalfe*.—I cannot come then, and after what has occurred I shall make a special application to have the case tried in the other court.

Mr. PAYNE.—I have no wish to try the case, but I will not allow myself to be treated in such a manner.

Mr. *Metcalfe*.—There may yet be time to try the case in the other court.

Mr. PAYNE.—I say again I am not anxious to try the case, and if you can induce the assistant-judge to try it, of course I can have no objection. I have no feeling whatever in the matter.

The matter here terminated, and as there were several other cases to be disposed of the jury re-entered the box, and the business proceeded without further interruption. The two prisoners, who gave rise to this personal altercation stand for trial on Tuesday next.

On the following day, at the conclusion of the day's proceedings, Mr. Payne (addressing the jury) said—

Before I discharge you I think I ought to allude to one case which it was originally intended should have been tried to-day, but it was thought better that it should be postponed until next week, when a fresh session will commence. I refer to the case in which a learned counsel made some extraordinary observations with respect to myself. There are one or two remarks which I think I ought to make. I have been found fault with for not using strong measures with the learned counsel at the time. I will tell you why I did not. Very early in my professional life I remember the eminent and excellent judge, Sir James Allan Parke, was treated by a learned serjeant in a similar manner to that in which I was treated by the learned counsel. He at first was inclined to commit him for contempt of court; but on reflection he altered his opinion and used those remarkable words, which I have never forgotten, and upon which I acted in dealing with the learned counsel:—"I trust that I shall ever be able to display the forbearance of a Christian judge." But by the advice of the assistant-judge and other magistrates I have enclosed the extracts from the newspapers to the treasurer to the Inner Temple, and called his attention and that of the benchers to the conduct of the learned counsel. I have only further to say, lest the public should suppose me to be the incompetent person which the learned counsel alleges that I am, that during the five years which I have sat on this bench the number of prisoners tried before me amounts within a fraction to 2,500; and after a careful reflection I am satisfied in my own mind that among that large number not a single innocent person has been convicted or a single guilty one received too severe a sentence. Points of law which I have decided have been confirmed by the judges in the Court of Criminal Appeal, and I have also the satisfaction of knowing that not one of my sentences has in any way been interfered with by the Secretary of State.

We have only one or two observations to offer upon what fell from Mr. Payne. If he was justified in allowing the Bench to be treated as it was by Mr. Metcalfe, upon the principle that "forbearance" is the property of a "Christian judge," there seems no reason why he should not pursue the same course of conduct towards criminals in the dock. It appears to us that it is as little the duty of a judge to *forbear* in one case as in the other. His duty is to try prisoners, and to do this at all efficiently for the purposes of public justice he should preserve in his court, and insist upon, a certain decorum and judicial respect. He has no more right to dispense with these, upon any notion of Christian forbearance, than he would have upon the same principle to waive the punishment due to crime. Mr. Payne tells us, however, that he has invoked the judgment of the Inner Temple Benchers. It seems to us that he might as well ask Sir Richard Mayne to try the pickpockets that are arraigned at the Westminster Sessions House. Mr. Metcalfe may both demur and plead to the jurisdiction of his Benchers. To Mr. Payne's impeachment Mr. Metcalfe may well demur on the ground that the matter was properly within the jurisdiction of another tribunal; he might also plead *autre fois acquit*—having been publicly acquitted by the deputy-assistant-judge himself. How is it that before her Majesty's judges, when they sit at the Old Bailey, and before the recorder and common serjeant, none of these scandals, which are the disgrace of the Middlesex sessions, ever occur? The best mode of putting a stop to them there, would be not by appealing to the Benchers of the various Inns, who are comparatively powerless in the matter, but by refusing to appoint mere sessions lawyers to the judgeships.

SOME EXTRAORDINARY DISCLOSURES are being made in the notorious Roupell case. It is stated that a witness, one Alfred Douglas Harwood, who has been examined in the chancery proceedings, which have arisen out of the acts of Mr. Roupell, has deposed to seeing both the father and mother of Roupell sign the deed of gift which the convict has declared to be a forgery. It appears also that Mrs. Roupell has been examined upon interrogatories, and has admitted that she did sign a deed in the presence of Harwood, and that she afterwards acknowledged the deed before a commissioner.

THE JONES-HERBERT CONTROVERSY has been concluded at last. The Lord Chancellor has written to the local authorities as follows:—"Inasmuch as her Majesty has been pleased, on the petition of the Lord Lieutenant, to issue a Commission of Sewers for the county of Monmouth, and to include Mr. Jones therein, under his assumed name of Herbert, I consider his case an exceptional one, and will therefore direct his name in the Commission of the Peace to be altered accordingly." It is now concluded that through the instrumentality of this Royal Commission, the Lord Chancellor having thus declared him justified in the altera-

tion of name, Mr. Jones will become legitimately Mr. Herbert in the Commission of the Peace. The Commission of Sewers being under the Great Seal, the Lord Chancellor has considered it to be Royal authority for the change of name.

THE HONOURABLE SOCIETY of the Middle Temple, of which his Royal Highness the Prince of Wales is a Master of the Bench, intend to celebrate the marriage of his Royal Highness on Tuesday, the 10th day of March, 1863, by giving a grand dinner to the members of the Inn in their ancient hall.

THE ANNIVERSARY MEETING of the Juridical Society will be held on Monday, the 23rd of February, at eight o'clock, p.m., precisely, when the annual address will be delivered by the chairman, and the officers of the society elected for the ensuing year. The Right Hon. Lord Stanley, M.P., will preside.

MR. JOHN BULLAR and Mr. C. Davidson have been appointed examiners of title under the Land Transfer Act. Should the business of the Land Registry Office increase, other examiners will be appointed.

THE INCORPORATED LAW SOCIETY have contributed the further sum of £25; the Law Life Insurance Society, the further sum of £105; the Legal and General Assurance Society, the further sum of £100; and the Law Union Fire and Life Assurance Company, the further sum of £52 10s., to the Lancashire Relief Fund.

THE LAW OF LIFE INSURANCE.

The statute law of England on the subject of "Insurance on Lives," has been, for the last eighty-nine years, and still is, governed by the statute of the 14 Geo. 3, c. 48, which is entitled "An Act for regulating insurances upon lives, and for prohibiting all such insurances, except in cases where the persons insuring shall have an interest in the life or death of the persons insured." The Act recites, "Whereas it hath been found by experience that the making insurances on lives, or other events, wherein the assured shall have no interest, hath introduced a mischievous kind of gaming. For remedy whereof be it enacted, &c.,

Sect. 1. "That from and after the passing of this Act, no insurance shall be made by any person or persons, bodies politic or corporate, on the life or lives of any person or persons, or on any other event or events whatsoever, wherein the person or persons for whose use, benefit, or on whose account such policy or policies shall be made, shall have no interest, or by way of gaming or wagering; and that every assurance made contrary to the true intent and meaning hereof, shall be null and void to all intents and purposes whatsoever."

Sect. 2. "And be it further enacted, that it shall not be lawful to make any policy or policies on the life or lives of any person or persons, or other event or events, without inserting in such policy or policies the person's or persons' name or names interested therein, or for whose use, benefit, or on whose account such policy is so made or underwrote."

Sect. 3. "And be it further enacted, that in all cases where the insured hath interest in such life or lives, event or events, no greater sum shall be recovered or received from the insurer or insurers than the amount or value of the interest of the insured in such life or lives, or other event or events."

The 4th section exempts insurances on ships and goods from the operation of the Act.

This Act was passed in the year 1774, and from that time until the year 1808 it never came before our courts of law to decide whether or not it was necessary that the interest in the life insured should continue to be an interest in the party who effected the insurance down to the death of the person whose life was insured, or to the time of action commenced. In that year the case of *Godsall* v. *Boldero*, 9 East. 72, and 2 Smith's Lead. Ca. 157, came before the Court of King's Bench, presided over by Lord Ellenborough, C.J. The facts were shortly these:—in 1803 the Right Hon. William Pitt, being indebted to the plaintiffs in a sum of £500 and upwards, the plaintiffs effected an insurance with the Pelican Life Insurance office for £500 for seven years, on the life of that eminent statesman. The policy was in the ordinary form. The yearly premiums were regularly paid; and on the 23rd of February, 1806, Mr. Pitt died, being still indebted to the plaintiffs. On the 6th of March, 1806, the executors of Mr. Pitt paid to the plaintiffs, out of the money granted by Parliament for the payment of Mr. Pitt's debts, £1,100 11s. 6d., as in full for the debt due to them from Mr. Pitt. Subsequently the plaintiffs brought their action on the policy. Lord Ellenborough delivered the unanimous judgment of the Court in favour of the defendants, and held that the policy was in its nature a mere *contract of indemnity*, and that there being no damnification at the time of the action brought, by reason of Mr. Pitt's debt having been paid, there was no ground of action on the policy; and, strange to say, Lord Ellenborough cited a case before Lord Mansfield, of *Hamilton* v. *Mendes*, 2 Burr. 1210, for the proposition that a life policy was a mere contract of indemnity, quite overlooking the fact that *Hamilton* v. *Mendes* was a case of marine insurance, where the question was whether the plaintiff should recover as for a total loss, where the event showed only an average loss.

It is not much to be wondered at that the Court of King's Bench of that day should have fallen into such an error with regard to life policies; for the plaintiff's counsel did not attempt to argue the case upon the broad distinction between the contract in a life policy, and a fire or marine insurance; indeed, he admitted that it was necessary that the *interest* should continue up to the time of the death of the debtor, and merely contended that the gratuitous payment of the debt by Parliament was not like the case of salvage on a marine policy, and that it did not affect the right to recover on the policy. *Godsall* v. *Boldero*, in consequence of the form of the pleadings, could not be carried to a court of error; and, *mirabile dictu*, that decision stood as good law for forty-six years, upon the above important point, which one would suppose would have arisen every day. The reason for that decision having stood so long unreversed is stated by Parke, B., in the judgment in the next case we refer to—"That the assurance offices, generally speaking, have not availed themselves of the decision, as they found it very injurious to their interests to do so." And we may add that most offices inserted a clause in their policies to the effect, that the insurance should stand good whether the interest terminated or not before the death of the insured. At last, in the year 1854, the case of *Dalby* v. *The India and London Life Assurance Company*, 15 Scott, 365, 3 W. R. 116, came before the Exchequer Chamber, where, for the first time, the distinction, upon principle, between life policies and fire or marine insurances was laid down. Parke, B., in delivering the judgment of the Court, after stating the nature of life policies, said—"This species of assurance in no way resembles a contract of indemnity. Policies of assurance against fire, and against marine risks, are both properly contracts of indemnity. . . . But it is said that *Godsall* v. *Boldero* had concluded this question. Upon considering this case, it is certain that Lord Ellenborough decided it upon the assumption that a life policy was in its nature a contract of indemnity, as policies on marine risks, and against fire, undoubtedly are; and that the action was, in point of law, founded on the supposed damnification occasioned by the death of the debtor existing at the time of the action brought; and his Lordship relied upon the decision of Lord Mansfield, in *Hamilton* v. *Mendes*, 2 Burr. 1270, that the plaintiff's demand was for an indemnity only. Lord Mansfield was speaking of a policy against marine risk,

which is in its terms a contract for indemnity only. But that is not of the nature of what is termed an assurance for life; it really is what it is on the face of it—a contract to pay a certain sum in the event of death. It is valid at common law; and, if it is made by a person having an interest in the duration of the life, it is not prohibited by the statute 14 Geo. 3, c. 48."

This case has been followed with approval by Vice-Chancellor Wood, in the case of *Law* v. *The London Indisputable Life Policy Company*, 1 K. & J. 223, 3 W. R. 154. There Law, having purchased from his son a legacy of £3,000, contingent upon the son attaining the age of thirty years, made proposals to the defendant company to insure the son's life for twenty months, at the end of which period the son would attain the age of thirty, explaining the nature of the risk he was desirous of guarding against. He was informed by the company that their practice was to make such insurances for one or more complete years, and that he had better insure for two years certain. Accordingly, the insurance was effected, in the ordinary form of a policy, for two years, for the sum of £2,999, and the premiums were calculated upon the ordinary terms for the insurance of the life, for two years, and without any reference to the nature of the peculiar risk. Law paid the two premiums; the son attained the age of thirty, but died within the two years. Law received the £3,000 legacy; the company refused to pay on the policy—thence the suit. The Vice-Chancellor, after expressing his concurrence in the decision of the Exchequer Chamber in *Dalby* v. *The India and London Life Assurance Company*, as overruling the case of *Godsall* v. *Boldero*, proceeds to place contracts of life policies on their right footing. He says, "Policies of insurance against fire or marine risk are contracts to recoup the loss which parties may sustain from particular causes. When such loss is made good *aliunde*, the companies are not liable for a loss which has not occurred; but in a life policy there is no such provision. The policy never refers to the reason for effecting it. It is simply a contract that, in consideration of a certain annual payment, the company will pay at a future time a fixed sum, calculated by them with reference to the value of the premiums which are to be paid, in order to purchase the postponed payment. . . . On what principle can it be said that, if some one else satisfies the risk, on account of which the policy may have been effected, the company should be released from their contract? The company would be in the same position, whether the object of the insured were accomplished or not; whether he were in a better or worse position, that could have no effect upon the contract with the company, which was simply calculated upon the value of the life which they had to insure." Then on the construction of the statute he says, "This plaintiff had insured against the event of A. dying before the end of two years; he had not an interest in A.'s life after the first twenty months of that period. The statute says that a policy is void unless the party has some interest in the event insured; that he had some interest in this case no one can deny, though that interest was not for the whole period insured." His Honour then comments upon what might be frauds upon the statute by reason of the short duration of the interest, and continues: "but all those cases must be determined by leaving it to the jury to say whether a fraud upon the statute was intended. The whole of the case shows perfect *bona fides* on the part of the plaintiff. . . . . Then sitting here to administer the law, with a due regard to the policy of the statute, the question is, am I to avoid this contract upon any ground of public policy? I do not think I can say that the plaintiff is within the words or spirit of the enactment, he having an interest in the life, and the insurance having been effected in the manner I have described." And in answer to the argument on the third section that the plaintiff could not recover more than the value, at the date of the policy, of the chance of the plaintiff's receiving the legacy contingent on his son attaining thirty, his Honour said, "I do not think that the contract in this case is void; nor do I think that the sum should be cut down by any calculation of value made on the principle of the interest insured being reversionary at the time of applying for the insurance."

We may therefore take it to be now clearly established—1st. That the words of the 3rd section of the 14 Geo. 3, c. 48, speaking of the *interest* of the insurer, mean the interest which he had at the time of effecting the insurance. And secondly, in the absence of special contract, that the right of the insurer to recover on his policy, is not affected by the fact that the insurer's interest in the life or the event had ceased before the life dropped or the event happened.

It has not, however, been decided, and probably never will be, that where the insurer has an interest in the life of a third person, but such interest must be determined one way or the other within a fixed time, that therefore he may insure *for the whole period of the life*, irrespective of the determination of his interest. At first sight, the case we have last referred to, before V. C. Wood, might seem an authority for the affirmative, but when examined more closely it is not so. True, the interest in the life insured had ceased at the expiration of the first twenty months of the two years insured for, and the life did not drop until after that time; and it was known at the time of effecting the insurance that the interest in the life must cease at the expiration of the first twenty months, and yet the Vice-Chancellor held that the plaintiff should recover on the policy. But he did so upon this ground—"The case being that the plaintiff wished to insure for twenty months, and was told, No, you must insure for two years. The Legislature assuredly never meant to prevent a party having the benefit of such insurance, because it is the practice of the office to insure in that way. They got the full value for the two years, and as between them and the insured I must treat the matter entirely as a contract." In effect the plaintiff in that case did his best strictly to abide by the spirit of the Act of Parliament in proposing to insure for the period co-extensive with his interest, but the office forced him by their rules to break through the spirit of the statute, and insure for four months beyond that period, thereby putting the plaintiff to a greater expense for the insurance. Did it lie in the mouth of the defendant to object to their liability on the ground of the violation of the statute? Surely not. But we submit that, had the life not dropped before the end of the two years, and the plaintiff had gone on insuring the life, it would have been clearly a violation of the statute by him, and consequently bad. But where at the time of effecting the insurance the *interest* of the insurer is of uncertain duration, as in the case of a creditor insuring the life of his debtor, where he has no certain security, there it is clear that the policy may be for the whole life, and that the payment off of the debt cannot affect the liability on the policy unless there be a special contract, making it one of indemnity only. It follows from this that the premium on the whole life might be made in one payment or periodically; but it equally follows that in the former case the insurance on the whole life could not be made more valid under the statute by payment of the premium in one payment.

Our attention has been drawn to this subject of life assurance by a case of very great importance that has just been decided by the Court of Queen's Bench, *Hebden* v. *West*. It was argued on the 14th ult., and stood for judgment, which was delivered on the 13th inst. The facts were shortly these—Hebden had been for some years the confidential clerk of one Pedder, a banker, to whom he was indebted in a sum of between £6,000 and £7,000. Prior to the effecting the policy in question, Pedder agreed with Hebden to keep him on as clerk for seven years, at a salary of £600 per

annum. And he promised Hebden not to press him for his debt during his, Pedder's, life. Hebden then insured Pedder's life in the Glasgow Life Insurance Office for £5,000. And some time afterwards he insured Pedder's life for a further sum of £2,500 in the National Insurance Office, of which office the defendant West was a director. Shortly after Pedder died, and the Glasgow office paid the £5,000, but the defendant's office refused to pay—hence the present action. Two points were made for the defence—1st. That Pedder's promise to the plaintiff not to press for payment of his debt during Pedder's life was not an insurable interest in the plaintiff; and secondly, that the measure of interest could only be so many of the seven years' salary as remained unexpired at the time of effecting the policy, which was more than satisfied by the £5,000 received from the Glasgow Office. On both these points the Court agreed with the defendant, observing on the first point that Pedder's promise was not legally binding, and on the latter point, that in a life policy, as in a marine policy, the assured could not, either as against the same or any other insurers, recover more than the amount of his real insurable interest. We may observe that even had Pedder's promise not to press for payment of the debt during his life been legally binding, we cannot see upon what principle the plaintiff's interest in such promise could be calculated. It would have been no more than the postponement of the payment, which in reality could have been nothing but a matter of convenience, for it does not appear that *interest* was to stop running upon the debt. Our Courts will do well not to encourage the manufacturing of such fanciful "interests" for the purpose of life insurance. It is beyond a doubt that the "interest" spoken of in the 14 Geo. 3, is one which can be calculated to an exactness in pounds, shillings, and pence.

HOUSE OF LORDS CASES, 1862.

ABERDEEN ARCTIC COMPANY *v.* SUTTER, 10 W. R. 516.

A qualified, or rather defeasible, property, as our readers are aware, may exist in respect of animals *feræ naturæ* by their reclamation or their deprivation of liberty—the voluntary or involuntary relinquishment of their natural freedom. If they regain their independence, private property in them ceases, unless they either have *animum revertendi*, or a pursuit of them is kept up by their late proprietor. If animals of this description have not been captured, but are being pursued for the first time, the mere pursuit gives the sportsman an inchoate right to the property in them; and this property continues until the animal *feræ naturæ*, that is being pursued, regains its natural liberty, "*et in naturalem libertatem se receperit.*" Our law on this is derived from the civil law, especially from the "Institutes," lib. 2, tit. 1. Game, on being pursued, is there stated to regain its natural liberty, either when it has quite gone out of view, or its pursuit is difficult, "*cum vel oculos tuos effugerit, vel ita sit in conspectu tuo, ut difficilis sit ejus persecutio.*"

The foregoing observations apply in all cases, except where there is a special contract between the parties, or a usage of trade, to the contrary. All rules of law, except some fundamental safeguards of public policy, may be waived by special agreement to the contrary, according to the maxim, *quilibet renunciare potest jure pro se introducto.* When a usage of trade is proved to exist with respect to the subject-matter of a suit, such usage is to be considered as the basis of agreement between the parties; and their respective rights will be precisely the same as if, in the absence of any usage, they had entered into a special agreement to the like effect, *Raitt* v. *Mitchell*, 4 Camp. 146, 149. As, then, a special agreement may supersede the *lex loci*, so also may the same be neutralized, by a custom of trade to the contrary. Proof, therefore, of a custom of trade displaces, or rather precludes, evidence of the common law or the *lex loci*. And this rule of law prevails even where the trade is only recently established. More especially is this the case if the trade and the custom be of such a nature as that the subjects of several nations participate in it, *Fennings* v. *Lord Grenville*, 1 Taunt. 241. In that case certain curious points relating to the whale fishery (in respect of which the present case arose), were determined. It appears that he who strikes a whale with a loose harpoon, among the Gallipagos Islands, is entitled to receive half the produce from him who kills it, there being a custom of trade to that effect. In the Greenland whale fishery, on the other hand, unless he who first strikes a fish continues to exercise his inchoate dominion over it, by maintaining the line attached to the harpoon unbroken, until he has reduced the fish into possession, any other person who kills it acquires the entire property. In the present case the C. vessel, on a whaling voyage, fished in Cumberland Inlet. After harpooning a whale, the C. let out much line, but was finally compelled to let the fish go. Before doing so, the crew of the C. affixed to the end of the line a large inflated bag or buoy of seal-skin, called a drog. The C. pursued the whale, but only overtook it when it had been killed and captured by the boat's crew of another vessel. The C. claimed the fish on the ground that there was a peculiar local custom in Cumberland Inlet, called drog-fishing, which had superseded the general custom known as "fast and loose fishing," which we have described as the general custom of the Greenland fisheries. There was no satisfactory evidence, however, adduced, that any peculiar custom prevailed amongst the fishers in Cumberland Inlet, and their Lordships therefore decided that the general rule of the Greenland fisheries should prevail, and that the C. had no right to the value of the fish.

If there had been evidence given that the peculiar custom of drog-fishing existed amongst the fishers in Cumberland Inlet, it would be held sufficient to neutralise even so general a custom as the one known as "fast and loose" in the Northern fisheries. But very cogent evidence, both of the uniformity and universality of such custom should be produced, in order to entitle it to equal weight with a custom common to the whole Northern fisheries, to render it, as it were, an *imperium in imperio*. Once, however, that a custom is proved to be uniform and universal, it is impliedly annexed even to the express terms of a written contract, and may be proved by parol evidence. The Lord Chancellor observed, in the present case, that it was incumbent on the owners of the C. to have proved that the Cumberland Inlet was not included within the area of the Northern whale fishery. We think, however, that where a custom contrary to the common law of the sea is alleged to exist, the *onus* of proving, not only the existence of the custom, but also its applicability to any particular place, lies on the person alleging the existence of the custom. The legal presumption, therefore, we should be disposed to say, was that Cumberland Inlet was governed by the common law of the sea regarding creatures *feræ naturæ* until the contrary was proved by establishing, first, that Cumberland Inlet was included within the area of the Northern whale fishery; and secondly, that this fishery was regulated by a custom differing from the common law of the sea. This point, however, was extra-judicial, and we notice it merely as an item of interest in an important case.

MISCELLANEOUS JUDICIAL STATISTICS.

We resume our analysis of the statistics of the superior courts of law. These returns were first presented to the public in "a form approaching completeness in the year 1858," and in their present form they leave little to be desired by the most accurate inquirer.

The circuit statistics are interesting to the lawyer in quest of a circuit. The number of cases tried at Nisi Prius on each circuit was as follows:—Home Circuit, 214; Midland Circuit, 117; Norfolk Circuit, 45; Nor-

thern Circuit, 124; Oxford Circuit, 131; Western Circuit, 102; North Wales, 36; South Wales, 38; Lancashire Common Pleas, 195; Durham Common Pleas, 24; total 1,024. In 1860 the numbers were:—For the Home Circuit, 178; Midland Circuit, 96; Norfolk Circuit, 68; Northern Circuit, 113; Oxford Circuit, 135; Western Circuit, 96; North Wales Circuit, 39; South Wales Circuit, 34; Lancashire Common Pleas, 186; Durham Common Pleas, 30; total, 965.

The total number of judgments in 1861 was 41,297; in 1860 it was 35,175. A comparison of these totals shows an increase in 1861 of 15·6 per cent. over the number for 1860, in which year, moreover, there was an excess over that for 1859 by about 10 per cent. In 1861 the plaintiff obtained a verdict in 1,483 cases; in 1860 in 1,424. The defendant was successful only in 339 cases in 1861, and in 298 in 1860. The total amount recovered was £301,736, which exceeded the returns for 1860 by 75,547, or 35·8 per cent. Of the executions more than two-thirds (66·9 per cent) were writs of *fieri facias*, and 31·0 per cent. were writs of *capias ad satisfaciendum*. The total number of the former class of writs of execution was 20,410 in 1861, and 16,468 in 1860. The total number of the latter class of writs of execution was 9,476 in 1861, and 8,679 in 1860. There were 605 motions made to have judgments revised. The results of these motions cannot fail to be interesting to the practitioner. They were as follows:—

Refused	109
Rule *nisi* granted	260
Rule absolute granted on payment of costs	15
Rule absolute without costs	82
Rule absolute with question of costs reserved	10
Rule discharged	126
Where Court divided	3

Nothing in the statistics, perhaps, will appear more surprising to the reader than the small proportion of suits that are carried on as far as trial. A glance at the returns shows that as 114,301 writ were issued, and only 29,100 appearances entered, almost three-fourths of the claims were uncontested. Moreover, as of the 29,100 cases in which appearances were entered 3,629 only were entered for trial, the suits were thus further reduced by 12·4 per cent. Of these again only 2,157, or 1·9 per cent. of the suits commenced were actually tried. The remanets in the Court of Queen's Bench, for want of time to try, were, on an average, considerable at the end of each term; those in the other courts were few.

The statistics give a very copious account of the proceedings in *judges' chambers*. There were issued from the Court of Queen's Bench 15,974 summonses, from the Court of Common Pleas 9,436, and from the Court of Exchequer 20,404. These returns give for the year 1861 a total of summonses amounting to 45,814. The like total for 1860 was 43,793. There were no less than 22,065 affidavits and affirmations filed within the year. The corresponding return for 1860 was 23,168. There was no writ of error in the past year in these proceedings; there were three in 1860. There were three bills of exceptions in 1861, and the same number in 1860. There were attendances by counsel on each side in 3,894 cases; in 1860 the return was 3,302.

The revenue business of the Court of Exchequer appears to be meagre enough. The matters argued were only four. There were 81 motions in the year; but 78 of these were for attachment without argument.

The proceedings of the Court of Error complete the returns of the three superior courts of common law, and were as follows:—

	1861.	1860.
Notices and writs of error	33	27
Set down for argument	25	28
Writs affirmed	9	17
Writs reversed	1	2
Trials *de novo* awarded	1	—
Settled	—	1
Standing for judgment	1	2
Remanets	13	6

As to appeals from the Court in Banco:—

	1861.	1860.
The notices of appeals lodged were	57	66
Set down for argument	33	17
Affirmed	16	11
Reversed	7	1
Standing for judgment	2	—
Struck out	1	—
Remanets	13	5

The following table gives an account of the receipts to the Suitors' Fee Fund, with the amounts paid thereout, and the balance for the year; also the fees levied, the disbursements, and the balance remaining. A considerable increase occurred in respect of all these several items during the past year, as compared with 1860.

Suitors' Fee Fund:—

	1861.	1860.
Amount of fund on 1st of January, 1861	£34,760 6 1	£37,023 7 3
Amount paid in during the year	125,132 3 10	105,597 8 11
Total to 1st January, 1862	159,892 9 11	142,620 16 2
Amount paid out during the year	115,823 0 8	107,861 7 1
Balance 1st January, 1862	44,069 9 3	34,759 15 11

Fees levied by the common law masters:—

Amount levied during the year 1861	£74,761 5 1	£64,612 11 0
Amount disbursed for salaries, &c.	38,481 6 9	38,353 0 10
Balance 1st January, 1862	£36,279 18 3	£26,259 10 2

The value of statistics is two-fold. They suggest amendments in the departments in which they are applied, and they also furnish a test and record of the value of the amendments when made. It should be carefully borne in mind, however, that the uses of statistics are limited to large numbers, averages, and the like. An insurance company has its tables calculated according to the probable duration of human life. But if an individual estimated his chances of longevity without consulting a physician he would be pronounced insane. So, also, although the chances of a plaintiff's succeeding in a suit are, as we find by the statistics, vastly greater than those of the defendant, yet this estimate is only of use in predicting the probable superiority of *all* the plaintiffs in the next year. To suppose that the calculation could be applied to a particular case, and that the supposed plaintiff considered his chances superior to those of his opponent in the ratio indicated by the tables of the previous year, would be more than absurd. Again, even in cases where statistics are supposed to have a peculiar value, care must be taken to eliminate from our review all accidental circumstances. For instance, nowhere might statistics naturally be considered better tests of merit than in the case of courts having concurrent jurisdiction. Yet we find that, from usage, the Court of Exchequer retains much of its old favour, and the Court of Common Pleas somewhat of its old unpopularity, with the profession. But, notwithstanding that the true value of statistics is to be estimated only after a careful separation of what may in the terms of logic be called separable accidents, yet this slight trouble bears little proportion to the golden harvest of amendment and progress which the diligent and constant compilation of the judicial statistics will not fail to confer upon our legal system.

THE CHARLESTON BLOCKADE.

International lawyers are now busy, discussing the effect of the recent naval engagement between the Confederates and the squadron blockading Charleston. In a leader on the subject, the *Times* says—

Out of this short action a nice question of international law is likely to arise, and, indeed, is already warmly discussed in the journals of New York. The Confederate authorities at

Charleston assert that the blockade of the port has been legally raised. They state that their fleet attacked, and "sank, dispersed, or drove off, and out of sight," the entire hostile and blockading squadron, General Beauregard, the commandant of Charleston, therefore, formally declared the blockade of that city and harbour as "raised by the superior force of the Confederates" from and after the day of the engagement. He also placed a steamer at the disposal of the foreign Consuls, that they might see for themselves how the blockading force had disappeared. The British Consul, it is said, went out to sea five miles beyond the usual anchoring ground of the Federal ships of war, and on sweeping the horizon with a glass could trace nothing of them. A Richmond paper is the only present authority for a statement that the different foreign Consuls, at a meeting held for the purpose of considering the state of affairs, have unanimously declared the blockade as "legally raised." A notification of the fact is reported to have been made officially by the Confederate Government to the Consular body, and it is understood, both at Charleston and Richmond, that after such notification "the blockade cannot be renewed by the Federals without 60 days' notice" to all neutral powers. The official communications must have been exchanged with unusual rapidity, and the exact hour and minute at which they were made may become important; for "late in the evening" of the 31st, the day of the action, four vessels of the blockading force reappeared, and on the day following twenty more of the same squadron were again off Charleston bar. The blockade, therefore, if suspended for the few hours between four in the afternoon, and "late at night," appears to have been re-established, *de facto*, on the same day, and was certainly renewed completely on the day after by the twenty vessels that returned to their anchorage. As it may become a disputed point whether the blockade has been legally raised, so as to require a formal notice of renewal, the facts are of some interest to the commercial community. As no declaration is sufficient to constitute a blockade without an actual force on the spot to maintain it, we apprehend a "declaration" is not enough to destroy it. A mere document is not valid either way. A blockade must be raised as well as constituted *de facto* In this case there was not even an intermission. It does not appear that any neutral ship could have got into Charleston at any hour of the day on the 31st of January; and on the 1st of February there were no less than twenty Federal vessels off the port. The action was damaging to the Federal claim of superiority on the ocean, and a daring attempt in the face of so large a force; but we doubt if the sixty days of unrestricted importations have been gained by it.

The *Standard* writes as follows on the same subject:—

It is asserted that the Confederate Government has raised a very difficult question of international law, by contending that as the blockade of Charleston was interrupted it cannot be renewed without the usual formal notice of sixty days. No one can suppose that the Federals will yield this claim, and it would be useless for foreign governments to dwell upon it unless they were prepared to assert it by force of arms. As a question of law the point is worth debating. In strict law, we believe that if a blockade be interrupted for a sufficient time to allow vessels to pass out and in without danger of capture, the blockade must be formally renewed, or else it is invalid. This rule is in accordance with the stipulations of the treaty of Paris, which provide that a blockade to be recognised must be effective. If a blockade be proved ineffective, it lapses from that moment. But the port of Charleston was only open for a few hours, and the blockade was not proved ineffective by the resumption of commerce. Besides, the Americans have not recognised the provisions of the treaty of Paris, and their jurists have put a lenient interpretation on the duties of a blockading force. When Napoleon declared the British empire blockaded in the decree of 1806, and the British Government, retaliating by an order in Council, declared the blockade of all the ports of France, her colonies, and her European allies, it is not to be supposed that the interruption of the blockade of any port would have prevented either power from seizing any vessel that had entered such port of an enemy, because neither blockade had any existence *de facto*. The Americans might, therefore, justify themselves by appealing from our late resolutions to our former practice. They would have Lord Stowell on their side, and one of the greatest of modern jurists, whose opinion we quote, without giving our entire adhesion to it. Sir Roundell Palmer, in the debate in the House of Commons, on March 7, 1862, spoke as follows with reference to the difficult point which we have been discussing:—"After a blockade has been intermitted it may be resumed, and when it is resumed, as soon as persons have knowledge of the fact, whether by formal notification of the renewal or otherwise, it becomes as binding again, as far as those persons are concerned, as if it had not been intermitted. It is only during the period of intermission, or as to ships which come in or intended to come in during the period of intermission, or which may be affected with notice of the original blockade only, and not of the renewal, that the fact of intermission has any effect."

To constitute a violation of blockade, there must be "the *actual presence* of a maritime force, stationed at the entrance of the port, sufficiently near to *prevent communication*." Such, at least, is the opinion of Wheaton, who further states that "the *only* exception to the general rule, which requires the *actual presence* of an adequate force to constitute a lawful blockade, arises out of the circumstance of the occasional temporary absence of the blockading squadron, produced by *accident*, as in the case of a storm." There is little doubt, therefore, that any vessels that could enter the port of Charleston during the absence of the Federal fleet might have done so without being liable to the penalty of breaking the blockade, although Lord Stowell, in the case of the *Neptunus*, 1 Rob. 171, distinguishes between the requisites for terminating a blockade merely *de facto* and one accompanied by a notification—

In the former case (he says) when the fact ceases otherwise than by accident or the shifting of the wind, there is immediately an end of the blockade. But where the fact is accompanied by a public notification from the government of a belligerent country to neutral governments, I apprehend, *primâ facie*, the blockade must be supposed to exist till it has been publicly repealed. It is the duty, undoubtedly, of a belligerent country which has made the notification of blockade, to notify in the same way, and immediately, the discontinuance of it: to suffer the fact to cease, and to apply the notification again, at a distant time, would be a fraud on neutral nations, and a conduct which we are not to suppose that any country would pursue. I do not say that a blockade of this sort may not in any possible case expire *de facto;* but I say such a conduct is not hastily to be presumed against any nation; and, therefore, until such a case is clearly made out, I shall hold that a blockade by notification is, *primâ facie*, to be presumed to continue till the notification is revoked.

In a subsequent case, however, the *Triheten*, 6 Rob. 65, the question now under discussion was distinctly raised in the case of a Swedish ship, which was taken on a voyage from a French port, to the Spanish port of St. Lucar, which the British had put under blockade by notification, more than a month before. Almost contemporaneously, however, with the notification, the blockading squadron was driven off by the combined fleets of the enemy. It was contended, therefore, on behalf of the owners of the captured vessel that the notification was defeated; and that the vessel would have been entitled to a warning if any blockade *de facto* had existed when she arrived. It was argued for the captors that, although the blockading squadron had been driven off it was not to be presumed that the notification had been renounced, or that no other force was employed to keep up the blockade. So that, upon a full argument of the question now raised, Lord Stowell, in that case, decreed the restoration of the ship and cargo. The same question subsequently arose before him in the case of the *Hoffnung*, 6 Rob. 112, where the facts were very similar. There, Lord Stowell, referring to the case of *The Triheten*, made the following observations:—

It was argued, on that occasion, that neutrals were bound to act upon such presumptions, and on the same principle on which it has been held, that when a blockading squadron is driven off by adverse winds, *they are bound* to presume that it will return, and that there is no discontinuance of the blockade. But certainly the two cases are very different. When a squadron is driven off by accidents of weather, which must have entered into the contemplation of the belligerent imposing the blockade, there is no reason to suppose that such a circumstance would create a change of system, since it could not be expected that any blockade would continue many months without being liable to such temporary interruptions. But when a squadron is driven off by a superior force, a new course

of events arises, which may tend to a very different disposition of the blockading force, and which introduces, therefore, a very different train of presumptions, in favour of the ordinary freedom of commercial speculations. In such a case the neutral merchant is not bound to foresee, or to conjecture that the blockade will be resumed; and therefore, if it is to be renewed, it must proceed *de novo*, by the usual course, and without reference to the former state of facts, which has been so effectually interrupted. On this principle it was that the Court held the former blockade to have become extinct, and intimated an opinion that there should be a repetition of the same measures on its re-commencement, to bring it to the knowledge of neutral States, either by public declaration, or by the notoriety of the fact.

It should not be forgotten that these decisions were against English captors in the English Court of Admiralty, and that they have been adopted as good international law by a publicist whose authority is paramount in the Federal States of America.

EQUITY.

SOLICITOR AND CLIENT—PRIVILEGED COMMUNICATIONS.

Ford v. *Tennant*, M. R., 11 W. R. 324.

The rules of common law and of equity which privilege communications between an attorney or solicitor and his client are based upon the same reasoning, and are in fact identical, or at least are not intended to be otherwise; and the above-named recent decision of the Master of the Rolls, proceeding, as it does, upon an elaborate review of the authorities upon both sides of Westminster Hall, will be generally interesting to all legal practitioners. It is a distinct authority for the proposition that the privilege possessed by a solicitor, of protecting himself from disclosing information received by him in his character of solicitor, extends only to the information derived by him from his client, and not to that obtained by him from third persons, although such information may be obtained in the course of or in connection with the transaction of the business of his client.

It has long been settled beyond question that communications between a solicitor and his client directly, for the purpose of legal advice, or business, are privileged, and that this privilege belongs to the client and not to the solicitor. There seems also to be no doubt that the privilege will be extended so as to include clerks or agents, but not to matters which the solicitor knew or might have known, independently of any confidential communication with or on behalf of his client. But several cases arise from time to time which can hardly be considered as falling within the rules thus enunciated; and *Ford* v. *Tennant* is one of them. It is evident that a line must be drawn somewhere; and perhaps the line might wisely be drawn as to third persons, wherever it could be fairly assumed that the communication was in fact not confidential as to the client or the result of the confidence between him and his solicitor. In *Spenceley* v. *Schulenburgh*, 7 East. 357, Lord Ellenborough held that the privilege could not extend to "*adverse proceeding* communicated to the attorney in the cause from the opposite party, in the disclosure of which there could be no breach of confidence;" and Lord Cottenham, in *Sawyer* v. *Birchmore*, 3 My. & K. 572, held that a solicitor was bound to produce letters communicated to him from collateral quarters, and to answer questions seeking information as to matters of fact as distinguished from confidential communications. Both these decisions proceed upon the principle that when you go beyond communications between a solicitor and his client it is necessary to show that the knowledge of the solicitor was obtained confidentially. Neither of them impeaches the general rule which covers and protects all communications between the solicitor and the client themselves; nor does either of them go quite so far as the decision in *Ford* v. *Tennant*, which is moreover in direct conflict with Lord Brougham's decision in *Greenlow* v. *Gaskell*, 1 My. & K. 98. There Lord Brougham thus states the rule:—

If, touching matters that come within the ordinary scope of professional employment, solicitors receive a communication in their professional capacity, either from a client, or on his account, and for his benefit in the transaction of his business, or which amounts to the same thing, if they commit to paper in the course of their employment on his behalf matters which they know only through their professional relation to the client they are not only justified in withholding such matters, but bound to withhold them, and will not be compelled to disclose the information, or produce the papers, in any court of law or equity, either as party, or as witness. If this protection were confined to cases where proceedings had commenced the rule would exclude the most confidential, and it may be the most important of all communications—those made with a view of being prepared either for instituting or defending a suit up to the instant that the process of the Court issued.

The rule, as thus stated, would protect every communication made to the solicitor, whether from "adverse" or "collateral" quarters; but the rule, as laid down by Sir J. Romilly, M.R. would altogether exclude from privilege every communication made to the solicitor by third parties, although they might in fact have been in their nature as confidential, so far as the client was concerned, as if they had come directly from himself. It is a matter of every-day experience, that clients place their solicitors in confidential relation with third persons, for the purpose of supplying information, which the clients themselves could not give. According to the decision in *Ford* v. *Tennant*, it is doubtful whether information so obtained would be privileged, as there can be little question it would have been held upon the authorities previous to this recent decision. The *reason* of the general rule certainly applies to such cases as much as to those of direct communcation between solicitor and client, where it is unquestionably applicable. It does not apply to information coming from collateral or adverse quarters, where the client's confidence is not involved; although we admit there is a great difficulty in offering any satisfactory definition upon this point. Admitting the general principle, however, there would not often be much difficulty in discriminating between the special circumstances of cases as they arose, and it would appear safer to do so, than to lay down so positive a rule as that enunciated in *Ford* v. *Tennant*.

It is a curious anomaly, that communications to medical men made by their patients in the strictest professional confidence, are not held privileged. Such was the rule laid down in the celebrated *Duchess of Kingston's case*, and since followed. Mr. Best, in his learned work on the Law of Evidence, remarks, that the last-mentioned rule is at variance with the practice in France, and in some of the United States of America. It can hardly yet be considered as settled law, that communications to spiritual advisers are not protected from disclosure. There has been considerable difference of opinion on the subject among the judges, although the tendency and the practice of late years has been to deny the privilege. Indeed, the continuous effort which has been made during the last quarter of a century to throw down every barrier against the reception of evidence, and to put an end to all incapacities in witnesses, and all preventive privileges, makes it somewhat surprising that the privilege of a client has been allowed to stand so long. Even husbands and wives have been made compellable witnesses in civil cases; and there are certainly but few arguments in favour of the privilege as between solicitor and client, that might not be adduced in favour of the same rule, as between a doctor and his patient, or a priest and his penitent.

VOLUNTARY SETTLEMENT—MARSHALLING.—T. H., by a voluntary settlement, conveyed real property to trustees as to one-fourth to the use of his son T. H. H., for life, with remainder to his children; and as to the other three-fourths, to similar uses for the other three children of T. H., and their children, with a covenant for quiet enjoyment. The share of T. H. H. was afterwards re-purchased by T. H., who then mortgaged the property comprised in the settlement, together with other property.

T. H. subsequently re-settled the share of T. H. H. After T. H.'s death the mortgagee sold all the property. Held, that the parties claiming under the settlement and re-settlement were entitled to have the fund marshalled, so as to throw the mortgage primarily on the unsettled property. Held, also, that the parties, other than those claiming the share of T. H. H., were entitled, under the covenant, as the unsettled property was insufficient to satisfy the mortgage, to have the deficiency made good out of the general estate of T. H., in priority to his legatees, but that the parties entitled to the share of T. H. H. could not claim the benefit of the covenant.—*Hales* v. *Cox*, M. R., 11 W. R. 331.

FRIENDLY SOCIETIES ACT.—Where a treasurer of a friendly society, having money of the society in his hands, makes an assignment to trustees for the benefit of his creditors, the society has, under the 23rd section of the 18 & 19 Vict. c. 63, a claim upon his estate in priority to his other creditors, and the circumstance that the society has neglected to audit the accounts, relying on the statements of the treasurer, will not deprive it of such statutory priority. The filing and service of a bill by the trustees of the society, claiming such priority, is a demand in writing within the meaning of the Act.—*Absalum* v. *Gethin*, M. R., 11 W. R. 332.

BILL OF SALE.—A bill of sale may operate in equity as an assignment of future property, though not at law; but such assignment must be governed by the intention, to be collected from the whole context. There may be, by a bill of sale, an assignment of present property, with a licence to seize future chattels.

Where an agent or manager deposits a document of his own, and deeds belonging to his principal, for an antecedent debt, and the depositee does not give notice to the principal until a subsequent time, such depositee can only claim the amount due at the time of such notice.

The Vice-Chancellor, in giving judgment, said—

It was quite clear that at law a bill of sale of property at that time on the premises, and which purported to include all property which at a future time might be upon it, had no operation with respect to property not then on the premises; and it was equally clear that in equity this rule was not adhered to. Thus, if a person in the position of Simpson (the grantor), having property in the brickfield, and anticipating that he should thereafter have other property, made an assignment of all property then on the premises, and which should thereafter be there, that assignment, though inoperative as to future property at law, operated to pass the equitable future interest. So with respect to a contract or agreement to assign, whatever the words were, whether of assignment or of agreement or licence, if on the context it was found that there was an intention to make an assignment, and pass the equitable interest, independent of any act of the parties, that would operate as an assignment in a court of equity. That was all that was decided in the case of *Holroyd* v. *Marshall*, 11 W. R. 171, in the House of Lords, which had been so much commented on, in which Lord Campbell, being conversant with the above rule of law, had held that there could not be an assignment of future property; but that was reversed in the House of Lords, the Lord Chancellor pointing out the principle regulating such cases, which might be regarded as a clear enunciation of the law, then not for the first time coming for adjudication, but recognised ever since he (the Vice-Chancellor) could remember; that principle being, that the intention must govern.

—*Reeve* v. *Whitmore*, *Martin* v. *Whitmore*, V. C. K., 11 W. R. 334.

Practice.

FUND IN COURT.—Where a fund in court has not been dealt with for many years the Court will not order it to be paid out to the legal personal representatives of the claimants, but requires the persons beneficially interested in it to be brought before the Court.—*Edwards* v. *Harvey*, M. R., 11 W. R. 330.

INFANT—NEXT FRIEND.—On an application to remove a next friend the Court chiefly looks at the interest of the infant, and if it be detrimental to such interest that the next friend should remain, it will on that ground alone remove him. The mere fact that the next friend is nearly connected with the accounting party is not sufficient ground for his removal.

It is extremely undesirable that the same solicitor should appear for both parties, but the fact of another solicitor being appointed by arrangement is not, *per se*, a ground for assuming collusion.—*Sandford* v. *Sandford*, V. C. K., 11 W. R. 336.

COMMON LAW.

PUBLIC COMMISSIONERS—LOCAL ACT.—Under a local Act commissioners were empowered, when a vessel has been sunk or stranded, if the owner should neglect or refuse, within a certain time, to raise it, to cause it to be raised, or if that could not be effected, to blow it up, and to recover the expense in a summary manner from the owner. A vessel having sunk, her two partners did not raise her, so, by order of the commissioners, endeavours were made to raise her, and these proving ineffectual, she was blown up. After the attempts to raise, but before the blowing-up, one of the owners died, and proceedings were taken against the survivor and the co-executor to enforce payment of the expenses, both of the attempts to raise the ship, and to blow it up. Held, that the order for payment of the expenses could not be made against the executor, but that it might be made against the co-owner. Held, also, that it was for the justices to say whether the attempts to raise were reasonably prudent; and, if so, they were recoverable, as well as the expense of blowing up.—*Wilson* v. *Cator*, Q. B., 11 W. R. 337.

METROPOLIS LOCAL MANAGEMENT ACT.—Where the Metropolitan Board or Works, under 18 & 19 Vict. c. 120, s. 181, had made a rate for a district not within the limits of the metropolis, and the overseers of a parish within which such district was situate made default, it was held that the 181st section incorporated the powers of the 168th section, and that the rate might be enforced by distress.—*Reg.* v. *Glossop*, B. C., 11 W. R. 345.

SEWERS-RATE.—Upon a question of rating property to the sewers-rate, the test is not the amount of benefit derived from the works or the use to which the property is applied; but if the property is within the district rated, and derives any benefit, it is liable to be rated, and is to be assessed at the annual value, as in the case of a poor-rate; and, even in the case of the mains and pipes of a gas or water company, the rate cannot be reduced in proportion to the amount of benefit derived.—*Reg.* v. *The Metropolitan Board of Works*, Q. B., 11 W. R. 339.

MISTAKE AS TO PRICE.—Commission agents, having a chattel to sell at a fixed price, and their salesman having by mistake agreed to sell it at one-third of that price, and the mistake having been explained, and the contract repudiated, before the chattel was delivered—Held, that the purchaser could not sue to enforce its delivery.—*Isaac* v *Boulnois*, Q. B., 11 W. R. 341.

IMPLIED AUTHORITY TO DISTRAIN.—Where a mortgage by demise has been paid off by the assignee of the equity of redemption, who takes from the mortgagee an undertaking to execute a transfer of the mortgage, there is an implied authority to the assignee of the equity of redemption to distrain in the name of the mortgagee.—*Snell* v. *Finch*, C. P., 11 W. R. 341.

TENANCY.—In the year 1830, L. was let into possession of six acres of land by B., as tenant at will; he afterwards built a cottage upon it. In 1840, B. sold his property to A. In 1845, A.'s agent resumed possession of the land, allowing L. to retain possession of the cottage and garden for his life, and that of his wife. In 1856, L. died, and his son assumed the occupation of the cottage and garden. In 1856, A. forcibly ejected L.'s son. In an action for trespass and forcible ejection, held, that the proceedings in 1845 constituted a determination of the original tenancy at will, and created a new one, and

therefore the defendant's right to resume possession was not barred by the 3 & 4 Will. 4, c. 27.—*Lock* v. *Matthews*, C. P., 11 W. R. 343.

ACTION WILL NOT LIE ON A WARRANT OF ATTORNEY.—Per Erle, C.J.—A warrant of attorney is an instrument having known properties, and gives the party in whose favour it is made extraordinary powers to put the Court in motion, and the Court has certain control over the proceedings, and an attempt to bring an action on which would exempt the creditor from its operation. The case of *Shaw* v. *The Marquis of Worcester*, 6 Bing. 385, contains the arguments upon which we rely. This is a case which falls within the class of cases in which the party suing is acting contrary to good faith.

Per Williams, J.—A warrant of attorney is for the sole purpose of having judgment signed upon it. This action is a breach of good faith. It is an attempt by the plaintiff to do that which he has agreed should not be done.—*Sherborn* v. *Lord Huntingtower*, C. P., 11 W. R. 344.

SHERIFF—ATTACHMENT.—Where a sheriff, after being ruled to make a return to a writ of *fi. fa.*, made a return that he had sold the goods seized, and had received for them sufficient to satisfy the moneys directed to be levied; but that he afterwards had notice from the landlord that two quarters' rent was due, amounting to a larger sum; that he had applied to the landlord, but had not been permitted by him to have evidence of his claim; and that though he, the sheriff, had used due diligence he was unable to ascertain whether the landlord had any just claim in respect of the rent, this Court quashed the return for insufficiency, and allowed an attachment to issue.—*Hall* v. *Crawley*, B. C., 11 W. R. 344.

Practice.

REMANET—COUNTERMAND OF NOTICE OF TRIAL.—Notice of trial having been given for the first sittings in Hilary Term, in Middlesex, the defendant at those sittings had the cause made a remanet to the third sittings. More than four days before the third sittings, the plaintiff countermanded his notice of trial, and withdrew the record. Held, that such countermand was in time, under the 98th section of the Common Law Procedure Act, 1852.—*Sully* v. *Noble*, Ex., 11 W. R. 344.

JUDGMENT NON PROS.—Where a plaintiff declares against some only of several defendants named in a writ, another defendant, against whom he does not proceed after notice to declare, may sign judgment *non pros.*—*Bancroft* v. *Greenwood*, Ex., 11 W. R. 349.

COURT OF QUEEN'S BENCH.

(Sittings in Banco before Justices WIGHTMAN and MELLOR.)

Feb 14.—*The Queen* v. *Broadhurst*.—This was an appeal against a decision of the justices of Nottingham. The appellant, Mr. Broadhurst, is a solicitor, and occupies a house at Worksop, of which he is also the freeholder. The house, it was contended, was well and sufficiently drained by a good drain, running into a brick closet, which had been made partly at the expense of private persons and partly by means of a local rate. In 1861 the local board of health officially announced to the appellant that he must drain into their sewers, one being in the front of his house, and another at the back. He declined to obey the order of the board, on the ground that his house was already satisfactorily drained, and also that the notice did not specify into which of the sewers he was to drain. Soon after he found some labourers, by order of the board, undermining his ground in order to make the drain. He prevented them from going on with their work, in consequence of which he was summoned before the magistrates and a penalty of £5 was inflicted.

The COURT quashed the conviction.

SPRING ASSIZES.

NORTHERN CIRCUIT.

LANCASTER.

Feb. 18.—Mr. Baron MARTIN and Mr. Justice KEATING, the learned judges appointed for this circuit, arrived at this town yesterday afternoon. The commission was opened by Mr. Baron Martin.

The reporter of the *Times* writes as follows:—A topic of considerable interest to the circuit, and of some public importance, is very generally the subject of conversation—namely, what is to be done with the circuit—what are the rumoured and contemplated changes which it has been announced are to be made in it.

The business of Lancashire is so great, and the time allowed for it is so limited and insufficient, the causes tried at Lancaster being hurried over, and a great number of those entered for trial at Liverpool being at last driven to be referred, and settled somehow, when the third week of the assizes has arrived and everybody is wearied out, that it has long been a generally expressed feeling that the circuit ought to be divided into a north-eastern and north-western circuit, and that such a division would least interfere with private interests, and would certainly be of great advantage to suitors and the public. It has also been felt that an additional assize ought to be held at Manchester. This arrangement would, however, necessitate the appointment of two additional judges, as there would be an additional circuit created. No one can doubt who has seen and observed the great calls on the time and energies of the judges, and the way in which they are overworked, that this too, would be of great public benefit. It is common comment that there are not sufficient judges for the work to be done. One of the rumours has been that the circuit was thus to be divided, and two new Judges to be appointed; but it is said that the Chancellor of the Exchequer objects to the additional burden which would be imposed on the consolidated fund, and that this country cannot afford to pay an additional £10,000 a year for what it needs. If carried out, this proposal would give to the Lancashire or North-Western Circuit about 200 causes and the same number of prisoners as the business for each circuit; and there can be no doubt that when Manchester is added as an assize town the causes will increase in number, and the additional time which will then be given to the assizes will enable suitors to have their causes tried, and there will be fewer settled and referred to private arbitration.

Another rumour is that additional judges will not be appointed, but that the Northern Circuit is to made less by taking York from it and adding it to the Midland Circuit.

The effect of this measure, so far as the public are concerned, would probably be that before a year was expired, after Manchester is made an assize town, it would be found that the business of the circuit was just as great and overwhelming as it now is; that the same difficulty of getting through the business in the time allowed would exist then as now. The increase of business arising from the addition of Manchester would counterbalance the loss of York, and very many of the York causes would be tried in Manchester, as the attorneys would follow the bar they had been accustomed to employ, and Manchester would be as near and convenient to the West Riding as York.

This proposal, which is alike feared, because it is much talked of, and unpopular on the circuit, is looked on as an useless and peddling alteration, which would do the public no good, and private interests a great deal of injury.

A third rumour is that it is proposed to equalize the business of the Norfolk, the Midland, and the Northern Circuits. As all these circuits geographically impinge on each other, it is said the right course would be to equalize their business, and one of the rumours is that the Northern is to be split into two—a North-Western and a North-Eastern Circuit; the North-Western to consist of Manchester, Liverpool, Lancaster, Appleby, and Carlisle; the North-Eastern of York, Newcastle, Durham, and the northern half of the Midland Circuit; the southern half of that circuit to be added to the Norfolk Circuit. This arrangement, it is said, would increase the Norfolk Circuit by a fortnight's business of the southern half of the midland, and give it a fair share of business, while the northern half of the Midland added to the north-Eastern Circuit would make that a good circuit and compensate that side of the Northern Circuit for the loss of Lancashire and the western counties; and Lancashire, with the addition of Manchester and the western counties, would still be the best circuit of the three, and have the most civil and criminal business, and, of necessity, an increasing business. This arrangement would not require more judges (so far as the circuits are concerned), would mitigate the hardship and unseemliness of two very small circuits, with very little to do on them, adjoining a circuit the population and wealth of which overtaxed the powers of the judges to get through the causes to be tried, and operated to the suitor in a very great many cases as a denial to him of the opportunity of having his cause tried, and of

having his rights fairly sifted in open court in the district where his action arose. So far as the benefit to the public is concerned, there can be no doubt that this is the best scheme broached. As to the private interests of the Bar of the Midland Circuit, those whose business lay in the southern half would stick to that, and have the Norfolk Circuit in addition, to compensate them for the loss of the northern counties of their circuit; and those whose chief business lay in the northern half would stick to those counties and have the North-eastern Circuit, or York side of the Northern Circuit, in addition, to compensate them for the loss of the southern half of the Midland Circuit. This arrangement seems least to damage the private interests of the Bar of the Midland Circuit, and least to interfere with the private interests of the Bar of the Northern Circuit, and on public grounds to be unquestionably the most advantageous arrangement These alterations, however, cannot be made without the interference of Parliament; and it is not out of place that the question as regards this circuit should be discussed and understood before the steps are taken which may be irrevocable, as they are believed to be imminent, and which as regards so large a body o gentlemen are of such deep importance to their future interests and prospects.

The cause list contained eight causes.

Mr. Justice Keating presided in the Civil Court.

MERCANTILE LAW.

DEMURRAGE.—Where a cargo, without any bill of lading, was purchased from factors, after the vessel had arrived at the port of discharge; and the factors, with the assent of the purchasers, gave written directions to the master for her discharge in her turn at a certain dock, at so many tons a-day, and the master at once took her there, but she could not get to the landing-berth for some time, owing to the number of vessels there.—Held, that the "direction" to unload there was not evidence of a contract on the part of the purchasers to pay demurrage, and that, in the absence of a bill of lading, or any evidence of custom to impose such a liability, action for demurrage against them could not be sustained.—*Shadforth* v. *Cory*, Q. B., 11 W. R. 340.

MARINE INSURANCE.—An old ship was insured against "total loss only." She met with an accident which rendered her not worth repairing, and a constructive total loss. In an action against the underwriter.—Held, that he was liable for a total loss.—*Adams* v. *Mackenzie*, C. P., 11 W. R. 342.

DESIGNS COPYRIGHT ACT.—SALE ABROAD.—In suing for an infringement of copyright of designs for ornamenting articles of manufacture, it is not necessary expressly to allege in the bill that the plaintiffs have in terms fulfilled all the provisions of the Designs Copyright Act, but it is sufficient to allege that the plaintiffs' proprietorship of making designs was duly registered under that Act, the 16th section providing that the certificate of registration shall, in the absence of evidence to the contrary, be sufficient proof of the provisions of the Act having been complied with, and a bill omitting such express allegation is not demurrable.

If the defendant's case is, that the registered proprietor has not complied with such provisions, he ought not to demur to the bill, but he must put the matter in issue by plea or answer.

By the above-mentioned Act every article of a registered design, although sold or published abroad, must have the registration mark, or the proprietor will lose the benefit of the Act.—*Sarazin* v. *Hamel*, M. R., 11 W. R. 326.

CRIMINAL AND MAGISTRATES' LAW.

EMBEZZLEMENT BY CLERK OF JOINT STOCK COMPANY.—Upon indictment for embezzling the money of "Thomas Bolland and others," it appeared that Bolland and others carried on business under the name of the "Rotherham Coal Company (Limited)." Some members were called directors, and others shareholders, and the number of members exceeded twenty. The name of the company was over the door. Shares were transferred without the consent of the shareholders, and a minute book for resolutions was kept. Held (Blackburn, J., agreeing with the rest of the Court in their judgment, but not with the reasoning upon which it is founded), that there was no evidence to be left to the jury that the company was incorporated, and that, in the absence of proof that the company was a corporate body, the quarter sessions had jurisdiction to try the offence. Held, also, that there was no variance between the allegation in the indictment that the money was received on account of Thomas Bolland and others, and the proof.—*Reg.* v. *Frankland*, C. C. R., 11 W. R. 346.

DEMANDING MONEY WITH MENACES.—In order to sustain a conviction, under 24 & 25 Vict. c. 96, s. 45, for demanding money with menaces, the menaces must be of such a nature as would, where money is obtained by menaces, support a conviction for stealing. They must be such as to cause bodily fear, unsettle the mind of the person on whom they operate, and take away voluntary action. A threat to execute a distress warrant is not necessarily a menace within the meaning of the section; but it might be so, and whether such threat is made under such circumstances as to satisfy the definition above, is a question which should be left to the jury. Where the jury were directed, as matter of law, that the conduct of the prisoners in threatening to execute a distress warrant, constituted a menace within the section above, and the question was not left to the jury, the conviction was quashed.—*Reg.* v. *Walton*, C. C. R., 11 W. R. 348.

COMPANIES' LAW.

CREDITORS' REPRESENTATIVE.—Where the creditors and the contributories have common and equal interests, the creditors' representative ought not to appear by counsel to resist claims made against the estate, but ought to leave the matter in the hands of the official manager.

When any question arises between the creditors and the contributories, the creditors' representative is entitled to appear by counsel, as well as the official manager.—*Re Era Company*, L. J., 11 W. R. 320.

BALANCE ORDER.—The balance order for payment of a call by a contributory is an enforcement of the former order, and requires no notice of it to be previously served, according to universal practice. Service of the circular giving notice of a call by post prepaid is tantamount to personal service.

Process under the balance order requires personal service, but where that is impossible, substituted service is the proper course, upon a satisfactory proof that personal service cannot be effected.

The practice under the Winding-up Act of 1848, s. 95, is the same as in a suit, as to the consequences of process, but as to prior proceedings is not governed by it.—*Re W. and W. Ry. Co.*, V. C. K., 11 W. R. 321.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

Feb 18.—*In re Thomas William Younghusband.*—The bankrupt was a solicitor of Brighton. His debts are £3,850; liabilities, £2,169; the only assets being £30 held by creditors, and £6,308 of bad debts. This was an application for an order of discharge.

Mr. *E. A. Marsden* appeared for the assignees; Mr. *Linklater* opposed for Miss Bazalgette; Mr. *Sargood* supported.

The bankrupt was examined at considerable length by Mr. Linklater with a view to show that at the time he contracted the debt with Miss Bazalgette he was insolvent. It appeared that he was bankrupt in the year 1837; and was made bankrupt as a director of the Asphalte and Bitumen Company. In reference to his transactions with Miss Bazalgette, the bankrupt stated that Miss Bazalgette was a young lady residing in his house. He could not say she was so young as twenty-one years of age; she was of an age old enough to take care of

herself. Miss Bazalgette asked him if he could obtain her better interest for a sum of £1,128, than she derived from the funds. He replied that he could find her a mortgage at 5 per cent. In consequence of that reply she sold out of the funds in May, 1858, £1,128 Consols, and he received the £1,128 for investment on mortgage at 5 per cent. She had afterwards inquired whether the money was so invested on mortgage at 5 per cent. He replied that it was. That representation was untrue as to part of the money—all except a sum of £200. He had no recollection of telling Miss Bazalgette that he had deposited the mortgage securities at the London and Westminster Bank. He had written a letter of which the following is a copy:—

26, New City-chambers, May, 31, 1858.

"My dear Miss Bazalgette.—The mortgage securities on the property in the Mall, Bayswater, which is copyhold, producing net £40 per annum, are completed, and for your £500 give you £25 per annum. The remaining £600 is advanced at 5 per cent. on an equitable deposit of the title-deeds of freehold property at East-end, Finchley, let at £70 per year; this gives you £30 a-year. The deeds and documents relating to each are deposited in a tin case, bearing your name, at my bankers'. The 5 per cent. will be paid quarterly, as you wished.—I remain yours faithfully.

"T. W. YOUNGHUSBAND."

It was not true that the deeds mentioned were thus deposited at his bankers'. He advanced the money to other persons for purposes of his own. He had from time to time paid Miss Bazelgette her interest, and it was not until July, 1859, that she knew anything was wrong. On the 3rd of July, 1859, Miss Bazelgette applied to the bankrupt for information as to the investment of the money, and to have the deeds delivered over to her.

The bankrupt had also written letters to Miss Bazalgette, in which he admitted the misappropriation of the money, and the misrepresentations to her on the subject.

A letter was produced, as written by Mr. George Ogle, dated 4, Great Winchester-street, October 29, 1859, to Miss Bazalgette, setting forth that the bankrupt was anxious to pay her a quarter's interest out of his wife's dividend, on receiving a receipt as per copy enclosed. Miss Bazalgette, it was alleged, had stated in reply to the note that she would forward the receipt on receiving the money. Instead of so doing she had forwarded a receipt in different words.

The bankrupt said he had authorised Mr. Ogle to offer to pay Miss Bazalgette the interest out of his wife's dividends. The result of his conduct to Miss Bazalgette was that she had lost £900.

Mr. *Linklater* urged that the bankrupt had acted most unjustly towards Miss Bazalgette, and that his conduct by attempting to procure from her a receipt in a particular form, which would have converted her loss into a simple debt, had aggravated his offence. It was not supposed that a young lady would notice anything objectionable in the form of the receipt. The attempt to entrap her had failed; the conduct of the bankrupt towards her had not in any way been condoned, and the Court would severely punish conduct like that of which the bankrupt had been guilty. The bankrupt was no doubt insolvent at the time of contracting the debt with Miss Bazalgette. If the Court thought that it had no jurisdiction to punish the bankrupt for fraud or breach of trust in the contraction of Miss Bazalgette's debt, it had power to punish for the contraction of that debt without reasonable probability of payment and would do so.

Mr. *Sargood* submitted that the Court had no jurisdiction under the 159th section to punish fraud, misrepresentation, and untruth. It was from a feeling that this was the case that Mr. Linklater had had recourse to the charge of contracting the debt with Miss Bazalgette without reasonable expectation of making payment. That charge was not established. There had not been any attempt to entrap Miss Bazalgette in the matter of the receipt. Mr. Ogle was the last person to aid in an attempt to entrap anybody. Miss Bazalgette wrote—"I will forward you the receipt as soon as you have sent the money," and the offence had, he (Mr. Sargood) submitted, been condoned, although she had sent a receipt differently worded. She had consented to send the receipt in the form sent by Mr. Ogle, and was bound by that consent. The condonation was complete.

His HONOUR said there had not been any condonation. Miss Bazalgette had taken a special guarantee against that by sending the receipt for the interest in the form she had. There was, moreover, a case which decided the point that acquiescence in receiving interest was not a condonation. The offence charged against the bankrupt had been committed before the passing of the Act of 1861, and he could not punish him by sentence of imprisonment. He must consider that the bankrupt had contracted the debt of Miss Bazalgette without reasonable expectation of making payment, and feeling that the Court could take cognizance of the circumstances under which a debt had been thus contracted, and which, in this case, were of a very aggravated character, regard being had to the bankrupt being a solicitor and Miss Bazalgette a young lady residing in his house, the application of the bankrupt for an order of discharge would be refused.

Mr. *Sargood* asked for protection.

The COMMISSIONER—No; I have no power to grant protection.

PROBATE.

PLEADING.—A caveat was warned by the widow of a deceased, and the defendants appeared thereto as universal devisees and legatees of the estate of A. B., the universal devisee and legatee of the whole estate of the deceased. The plaintiff thereupon declared, alleging an intestacy. The defendants pleaded, propounding a will, whereof A. B. was sole executrix and universal legatee. On motion for an order to amend the pleas by setting forth how they derived their interest—Held, that it was too late for the plaintiff to call upon the defendants to set forth their interest after the declaration had been delivered.—*Inkson* v. *Jeeves*, 11 W. R. 350.

CITATION.—When a party is cited by advertisement and has no agent in this country, there should be an affidavit that he has no attorney, agent, or correspondent in this country.—*Kenworthy* v. *Kenworthy*, 11 W. R., 350.

LAW STUDENTS' JOURNAL.

ARTICLED CLERK.—Where an articled clerk had been articled to his father, an attorney, for three years, and was afterwards assigned to A. B., and served under the articles and assignment for two years, one month, and twenty-three days, and then went to America, where he remained for nearly four years, when he returned and resumed service with A. B., the Court allowed him to enter into fresh articles with A. B. for the remainder of the term of three years, the service under the old articles and assignment to count.—*In re Barnard Thomas*, Q. B., 11 W. R. 341.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. MONTAGUE HUGHES COOKSON, on Conveyancing, Monday, February 23.

Mr. THOMAS HENRY HADDAN, on Equity, Friday, February 27.

POLICE COURTS.

MANSION HOUSE.

Feb. 17.—John William Littlewood, described as an attorney, was brought before Sir Robert Carden, on remand, charged with obtaining by false pretences the sum of £10 from a Mr. Frewing.

It appeared that the prosecutor, who stated that he was an engineer, residing in Liverpool-street, Walworth, had occasion to bring an action against a person named Pentecost for the recovery of a debt, and the prisoner was recommended to him to carry on the action. The prisoner represented himself as being in partnership with a Mr. Jay, of 10, New-inn, Strand, and prosecutor having seen him once at Mr. Jay's office, and believing him to be such as he represented, placed the matter in his hands. A writ was issued, and the prisoner applied to the prosecutor from time to time for money to pay certain fees and carry on the action, and at different times received money to the amount of £10. It also appeared that the prisoner, who is a solicitor, but without a certificate, applied to Mr. Jay, with whom he was slightly acquainted, to undertake the action in question, and that gentleman had agreed to do so in his own name; and he applied a short time since to the prosecutor for some money to pay the counsel's fees, for the purpose of trying the action, when he learnt that £10 had already been paid to the

prisoner, of which he had not received any portion. The last sum the prisoner obtained was about £6 odd, which he said was for counsel's fees, and he then assured the prosecutor that the trial was coming on at once. Mr. Jay said the prisoner was not in partnership with him, nor had he received any of the money.

The prisoner was committed for trial.

APPOINTMENTS.

Mr. C. P. Hobhouse has been appointed civil and sessions judge of the twenty-four Pergunnahs. Mr. J. D. Mayne, formerly of the Common Law Bar, and the author of a work on the "Measure of Damages" has been appointed assistant secretary to the Government of Madras in the legislative department—this cancels Mr. Mayne's appointment as deputy secretary. Mr. H. B. Thompson, Queen's Advocate at Ceylon, has been appointed to a puisne judgeship in that island, and Mr. R. F. Morgan has been appointed Queen's Advocate. Mr. Thompson was formerly of the Northern Circuit, and is known as the author of a work on the Laws of War affecting Commerce and Shipping. Mr. Lawson has been confirmed in the office of district judge of Colombo.

Mr. Joseph Francis Kingdon, of Wirksworth, Derby, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, for the county of Derby.

Mr. Benjamin Boucher, of Wiveliscombe, Somerset, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, for the county of Somerset.

Mr. William Chubb, of 14, South-square, Gray's-inn, has been appointed a commissioner for taking affidavits in causes depending in the Supreme Court of the colony of Queensland, for Great Britain and Ireland.

Mr. George Hollings, of Carlton-chambers, Regent-street, Middlesex, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, for the county of Middlesex and city of London.

Mr. Henry Rogers, of Stourbridge, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, for the counties of Worcester and Stafford.

Mr. Frederick Sharpley, of Louth, in the county of Lincoln, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, within the parts of Lindsey in that county.

GENERAL CORRESPONDENCE.

The Stamp Laws.

Referring to "A Solicitor's" letter in your number of the 7th inst., there is not, of course, any doubt that the deed of appointment named by him is chargeable with 35s. duty, irrespective of the amount or value of the money or funds appointed; and such duty would be payable, I may add, whether such appointment be by "writing not being a deed," *or* by deed. As to whether this should be, it may be remarked that the inconsistency "A Solicitor" points to is one of many always existing in the stamp laws, and which the 13 & 14 Vict. c. 97, (October, 1850), a comprehensive, and generally a well-framed Act, did not remove, or rather, did in fact create; and not only this, but others, one of which, operating I think with much greater hardship than that of the "appointment," I may allude to in passing.

Among the duties which the above Act reduced were those of leases, making them to commence at 6d. Now, many of the city companies compel performance of the covenant contained in their leases not to underlet or assign without consent, by requiring the under-lessee or assignee to execute a separate deed of covenant for payment, &c., of the rent and conditions reserved by the original lease. This deed of covenant, not being specifically provided for in the Acts, comes under the head of "deed not otherwise charged," and is chargeable in all cases with 35s. duty; whereas the lease or assignment, out of which it arises, may (as I have known cases of) require only 6d. duty.

If it be worth while to name any more of these inconsistencies there is one I can point to, which, though not so serious as the foregoing, is yet more curious—I refer to deeds of *partition* and *exchange*.

By the Act of 1815 the duty chargeable on these was—"If no sum of money or only a sum under £300 shall be paid for equality of exchange, the ordinary duty of 35s. And if a sum of £300 or upwards shall be paid," then conveyance *ad valorem* on the sum so paid; and as the conveyance duty by the same Act would exceed 35s. on a sum above £300, the *minimum* duty on such deeds was 35s.

If the framers of the Act 13 & 14 Vict. c. 97, thought that, without revising the clause of the old Act, the minimum duty would remain the same under this last Act, they committed an oversight, the result being this, that now, if the amount paid for equality be exactly £300, the duty is only 30s., whereas if it be under £300, or if there be no money paid, the duty is 35s. If the wording of the old Act "and if a sum of £300 or upwards" had been altered to "*exceeding* £300," this inconsistency would have been obviated. This, it is true, is not a very serious one; but it is curious, both in itself, and as shewing how easily these inconsistenciescreep into the Acts.

If the occasion permitted it I might name many others, and demonstrate, also, I believe, how most of them could be removed or mitigated by reducing the "deed" stamp to 10s., with little or no loss to the revenue. To do this, however, would require me to deal with the Stamp Acts generally, and although unable just now to attempt this, I may on a future occasion ask for space in your journal for the purpose—if the subject should be thought of sufficient importance to merit the attention of your readers. H. F. H.

Feb., 1863.

London University Examination.

Perhaps some of your correspondents would not object to state what qualifications are necessary to pass a "B. A." examination at the London University, or give a reference to where the required information can be obtained. X.

The Judges' Chambers.

You will, I doubt not, give me space in your Journal for a few words as to the question of "the Judges' Chambers." This question, I see, is mooted in your Journal, and clearly, as I apprehend, calls for attention. I may say that this subject has been a *vexata questio* for several years, or at least since the Uniformity of Process Act (2 Will. 4, c. 39). The blame is not, I think, with the judges, who dispose of their chamber business with a dispatch, at times, truly astonishing. Such of your readers as may recollect the alacrity of the late Baron Alderson in this respect will, I feel assured, bear me out in this remark.

It must, however, be admitted that the present system of chamber practice is a "crying evil," to use a familiar phrase. What is to be done to remedy this evil? The suggestion to leave summonses of an ordinary character to the Masters as assistants is, I think, objectionable on the following grounds:—

1. All judicial questions, however comparatively trifling, should be disposed of by a judge.

2. If the present judicial staff is insufficient, it should be increased as may be necessary.

The fate of a cause, not unfrequently, as is well known to practitioners, depends upon the success or defeat of some ordinary application. But independent of this a principle is manifestly involved—*i. e.*, that judicial matters should not be deputed to assistants, however competent. It is true that the experiment has been tried in the Courts of Chancery, in the case of the judges' chief clerks; but it cannot, I think, be said that the results are satisfactory, though they are at present tolerated. The reference, under the old practice, of matters of detail to the "Master in Chancery," was consistent with judicial principles, and might, I think, have been advantageously continued under a reforming hand. At present the courts are frequently burdened with many matters which, under the old system, might have been disposed of in the Master's office by the attendance of counsel.

If, as is anticipated, a court for the trial of patent cases should be created, the judges will be much relieved. With great respect for such of your correspondents as may differ with me, I venture to give a word of caution against any inconsiderate alteration of the present system. Some arrangements for the punctual attendance of a judge at chambers, coupled with the issuing of summonses—as in Chancery—in batches, for different hours, will do much to rectify the present state of things. But beyond all, the chief reform which is wanted, is the attendance of the *attorney* or his *managing clerk*. It is really astonishing how the judges have endured what I may call the "prattling of boys" before them, for so many years.

The late Mr. William A'Beckett—a practitioner who was well known—has repeatedly expressed himself in strong and significant terms to the writer on this subject. The profession will, as I am assured, note my allusion, and understand by it much more than, from motives of delicacy, I express in this letter.

February 16th, 1863. J. CULVERHOUSE.

LEGACY OR SUCCESSION DUTY.

In June, 1849, a widow lady was possessed of several thousand pounds for her own absolute use and benefit. In that year she married. A few days prior to the marriage a settlement was made, vesting the lady's personal property in trustees, upon trust to invest the same on Government or real security, and to pay the annual income thereof to herself for life; and after her decease the principal was directed to be paid to certain parties mentioned in the settlement. The lady reserved a power of revocation and new appointment; but she died in 1862 without having exercised it. Are the parties beneficially entitled liable to pay duty, and if so, is it legacy or succession duty. AN ARTICLED CLERK.

February, 1863.

ARTICLED CLERKS' EXAMINATIONS.

Your correspondent, "G. B. W.," (*ante*, p. 284), seems not to be aware of the *practical* effect of the resolution of the Incorporated Law Society with regard to the publication of the questions. The questions of last term appeared in some legal publication, accompanied by a challenge to the examiners to prevent their publication. The way they are obtained must, I presume, be through candidates; and as the papers are not allowed to be taken from the room, I imagine that the pupils of the editors of these publications learn the questions by heart (each learning a few) and write them down on leaving the hall. Since the council find they cannot prevent the questions from finding their way into the hands of intending candidates, would it not be better authoritatively to publish them than to allow them to appear under such circumstances, more especially if the new order should lead to the papers being in future framed without regard to the contents of prior ones? If this is done, while the questions regularly appear, no amount of reading will enable any man to cope with one who has been "made up" on the back questions. H.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Thursday, Feb. 12.

COURTS OF LAW COMMISSION.

Mr. LONGFIELD asked the Attorney-General when it was likely that the English and Irish Courts of Law and Chancery Commissioners would make their report, and what had caused the delay in their doing so.

The ATTORNEY-GENERAL said the delay was not attributable to any want of diligence on the part of the Commissioners but rather to the nature and extent of the inquiry, and to the other duties which they had to discharge. Very great progress had, however, been made in the investigation, and materials had been accumulated, he believed, almost sufficient to enable the commissioners immediately to consider and determine on their report.

Friday, Feb. 13.

CIRCUIT REGULATION COMMISSION.

Mr. A. MILLS asked the Secretary of State for the Home Department whether it was the intention of Her Majesty's Government to take any steps in pursuance of the recommendations of the Circuit Regulation Commission, or in any way to alter the existing divisions of the Judges' circuits.

Sir G. GREY said it had been deemed expedient that a change should be made with respect to the Northern Circuit, owing to the great amount of business connected with it, and that measures had been taken with a view to a division of the labour. The details of the arrangement were under the consideration of the Lord Chancellor, who was in communication with the Judges on the subject.

Tuesday Feb. 17.

PRIVATE BILL LEGISLATION,

On the motion of Mr. M. GIBSON a select committee was appointed to inquire into the present system of private bill legislation, and report in what way it could be improved.

Wednesday, February 18.

Mr. G. LANGTON presented a petition from solicitors, and others, of Bristol praying for further amendments in the bankruptcy laws.

Thursday, Feb. 19.

ARRANGEMENT OF LEGAL BUSINESS.

Mr. M'MAHON asked the right hon. the Attorney-General whether her Majesty's Government proposed to bring in, and, if so, when, a measure for re-arranging any other circuit beside the northern, and for holding an assize for civil business in other counties besides Lancashire, and for removing the inconvenience of accumulating country causes for trial in London and Middlesex, and for so arranging the town sittings as not to interfere with circuits.

The ATTORNEY-GENERAL replied that the state of the Northern Circuit was under the consideration of her Majesty's Government, with a view to effect such re-arrangement as might seem to be expedient. But whether a measure on the subject would or would not be introduced to Parliament depended on the nature of the proposed change, for, as his hon. and learned friend knew well, the powers capable of being exercised by an Order in Council, without the intervention of Parliament, were very extensive. There was no present intention of holding a third assize for civil business in any county where one was not already held; and there were no such measures in contemplation as were referred to in the last part of the hon. member's question.

Pending Measures of Legislation.

TELEGRAPHS.

The object of the Bill brought before Parliament by the Board of Trade is to make general regulations in respect to all telegraph companies, existing and future, but not to affect existing companies in respect of a past exercise of powers. Much of the bill is of general interest and concern. No telegraph above ground is to be placed within ten yards of a dwelling-house worth £20 a year, or across an avenue or approach to such a house, without the consent of the occupier of the house. But a subsequent clause provides that, where the body having the control of a street consents to a telegraph being placed along it, that consent is to be sufficient authority for placing the telegraph along or over any land or building "adjoining to or near the street," but not directly over any building if the owner or occupier objects. Any person in the employment of a telegraph company wilfully or negligently delaying a message, or improperly divulging its purport, is to be liable to a penalty not exceeding £20. Every telegraph is to be open to all persons without favour or precedence, except that messages on Her Majesty's service are to have precedence, if required by any department of the Government. Telegraphs also may be taken possession of for her Majesty's service if the Secretary of State is of opinion that an emergency has arisen in which it is expedient for the public service that the Government should have control over the transmission of messages; the company to be compensated according to the average profits of the previous three months.

CORRUPT PRACTICES AT ELECTIONS.

Sir G. Grey's Bill renews for five years, with some alterations, the Acts in force for the prevention of corrupt practices at elections. All paid agents of any and every description are to be incapable of voting. The election auditor disappears, but it is to be a misdemeanour to make any payment (except in respect of the personal expenses of a candidate) otherwise than through an agent whose name and address are published before the election; claims must be sent in within a month, and a detailed statement of all election expenditure published within three months of the election, and an agent or candidate wilfully furnishing an untrue statement will be guilty of a misdemeanour. Witnesses before committees or commissioners must answer, although it may tend to criminate them, but such answer cannot be given in evidence against them except on indictment for perjury; and a certificate of their having made a true disclosure is to stop any other indictment or action. On a charge of treating, it is not to be necessary before a committee to prove agency before giving in evidence the facts whereby the charge of treating is to be sustained. In case of a resolution of the House of Commons that no new writ be issued for five years, no new writ is to be issued for that term.

RAILWAY BILLS.

The bill recently brought into the House of Commons on this subject proposes that the inquiry into the merits of any

application for a railway bill shall be before a commissioner (a barrister of seven years' standing), and be held at some convenient place. No existing company is to be allowed to proceed with notice of a new line until it has the sanction of proprietors holding three-fourths of the capital. In certain stages of the inquiry the commissioner is to be accompanied by one of the inspecting officers of the Board of Trade, who is to be a skilful and efficient civil engineer. The commissioner is to report his proceedings and his opinion to the Board of Trade, and if the Board of Trade, upon his report, or after any further inquiries they shall think necessary, are of opinion that the undertaking is expedient, they are to make a provisional order for it, which in due course becomes an absolute order. The order, however, is to be of no validity until confirmed by Act of Parliament, for which Act the Board of Trade are to apply, and it is to be deemed a general Act of Parliament.

PROVINCES.

DORCHESTER.—At a meeting held in this town on the 12th inst., to concert measures to celebrate the marriage of the Prince of Wales, it was observed that the assizes for the county of Dorset will be proceeding at the time of the royal marriage. Mr. Coombs, the under-sheriff, stated that he had written to Mr. Gurney, the clerk of assize, in reference to this, and he replied that there was a precedent for not suspending business, as the judges sat during the funeral of the late Prince Consort, but that when he saw Mr. Justice Byles he would mention the subject.

IRELAND.

A case was decided a short time since, in the Court of Appeal in Chancery, of some singularity, and of much general interest to the mercantile public. The facts are shortly as follows:—Thomas Francis Read and Michael Arthur Read, extensive brewers, residing in Ardee-street, Dublin, had for many years a discount and current account with the Hibernian Bank, and in the year 1860 there were current bills of the firm in the possession of the bank to a large amount, exceeding £2,000. It appeared that for some time the affairs of the Messrs. Read had become embarrassed, and a meeting of their creditors was convened, and held in the month of November, 1860, when it became plain that the Messrs. Read were in an insolvent condition, and that a bankruptcy was inevitable. Shortly after this meeting, Thomas F. Read, one of the firm, went to the Bank, and, between the 20th of November and the 1st of December, with the assets of the firm, took up *nine* of the bills which were in the possession of the Bank, to the amount of £441 5s. 7d., and thereupon destroyed same. On the 20th of December, 1860, the Reads were declared bankrupts, and upon the examination of the bankrupt Thomas F. Read, it came out that the nine bills so taken up by him were forgeries of the names on such bills, committed by the bankrupt himself, and that after the meeting of the creditors in November, seeing that the stoppage of the firm was inevitable, he retired these nine bills to avoid the consequences that might ensue from the disclosure that the bills were forgeries. There was no reason whatever for supposing that the bank was aware at the time that these bills were forgeries.

Under the provisions of a clause in the Irish Bankrupt Act the matter came on to be heard before the Bankrupt Court, on the charge of the assignees and the discharge of the Hibernian Bank. After a long discussion that Court held, that as the payment to the Hibernian Bank was one out of the course of trade, and in contemplation of bankruptcy, it amounted to a fraudulent preference, and the Bank was accordingly ordered to repay to the assignees the said sum of £441 5s. 7d., and costs.

From this order the Bank appealed to the Court of Appeal. The case underwent a most careful investigation. The whole doctrine of fraudulent preference, its history and gradual progress, was considered, and all the cases, commencing with those before Lord Mansfield, down to the very latest case before Lord Chief Justice Erle, were reviewed. On the part of the Bank, it was insisted that the Court was bound to regard the object with which the payment by the bankrupt was made—which was not to contravene the bankrupt laws or to prefer any particular creditor, but simply to protect himself from the consequences of his own criminal acts. That such was the object, and the sole object of the bankrupt, was not disputed; and that being so, it was impossible to say that any fraud upon the bankrupt laws was proved where none was intended. On the part of the assignees it was argued, that whenever the payment moved from the debtor, and was made in contemplation of bankruptcy, motive was out of consideration. Here there was no pressure from the creditor. The act was altogether voluntary on the part of the bankrupt, and out of the course of trade, and consequently the payment to the bank was not to be supported.

The Court, after hearing a second argument on the case, unanimously decided in affirming the order of the Court below. The judges held, that it was impossible to say that apprehension of consequences, unaccompanied by any act on the part of the creditor, could be considered as a sufficient consideration for the payment. The act done originated solely with the bankrupt, and in the result did amount to a preference. They refused to entertain the consideration of the motives, which might have influenced the bankrupt in making the payment, and held that the payment to the Bank was not protected.

It is said that the Hibernian Bank intend to appeal to the House of Lords.

COLONIAL TRIBUNALS & JURISPRUDENCE.

AUSTRALIA.

LAND REGISTRY (*continued from page* 287.)

Limitations and Estates.

Some time after the system which he had been endeavouring to explain had been brought into operation in South Australia, a report had been laid on the table of the House of Commons in England by a committee, consisting of some of the most eminent persons in England, and amongst them the Lord Chancellor. In this report it was considered desirable that in carrying out such a system as now advocated, there should be a curtailment of the means of exercising all those powers heretofore exercised in dealing with landed property. It had since been found, however, (after a practical trial of the system) that no such curtailment was necessary, and that in cases where land was left in remainder to several persons for life, certificates could be issued to each tenant for life in his turn. At the death of the first remainderman, a certificate could be granted to the second remainderman, or, in the event of his death, to the next in succession after him—and so on; a fresh certificate issuing at the death of each tenant for life, until the property reverted absolutely. Each of the persons thus entitled to the reversion or remainder might, of course, transfer the interest vesting in them just as at present. They could do it in every case by registering an instrument of transfer with the registrar. Thus every mode that there now was of dealing with land could be exercised under the registration system—a system which especially recommended itself to their notice as being decidedly inexpensive, void of intricacy of any kind, and one in which there was but very little delay. In cases where land was to be transferred for trusts, the transfer of the land was made to two trustees, a caveat being lodged with the registrar prohibiting the registration of any dealing by them, except in accordance with the object of such a transfer, or with the sanction of the Supreme Court. It would then rest with the parties interested in the performance of the trusts to apply to the Supreme Court, and have an injunction to restrain, if such a step should prove to be necessary. There was another guarantee which could be secured for the due performance of trusts on such occasions. The party making such an arrangement might, if he pleased, direct that the words "no survivorship" should be entered on the certificate of title—the effect of which would be that, unless sanctioned by the Supreme Court, no dealing could be made in respect of the land until any vacancy that might occur in the original number of the trustees was filled up. It had been found in the Bank of England that this bar to survivorship of trustees worked so well that no frauds had taken place in any case wherein the concurrence of several trustees so appointed had been made indispensable. A principle which had been found to answer so well in dealing with millions of funded property at home was one which might naturally be expected to answer equally well here in all cases of trusteeship of landed property.

Transmission of Interest.

In regard to cases of insolvency, the mode in which the system operated was to vest the land in the assignees, that transaction being authenticated with the registrar. There was no interference with the law of insolvency in the Real Property Act of South Australia; all that was required was that the registrar should be officially and distinctly informed whom it was

that he was, for the future, to recognise as the lawful owner of the property formerly belonging to the insolvent. In cases of settlement by marriage the new name would have to be inserted in the registration book, and notification therein be made that the land was not to be dealt with without the consent of the husband. In the case of transmission of a freehold estate in land under the Act, the devisee made application to be recognised as such, and proved the death of the devisor, and his heirship to him, as at present. On the death of the late owner the heir might at once enter into possession, but he could not deal with the land until he had been formally recognised as the new owner. The heir of land was required, in all cases, to take out a new certificate of ownership, due advertisement being given to him that such a step was necessary. The registrar in all this, however, exercised no judicial function, and did not by any act interfere with the courts of law. A case had been put to him of a somewhat complex nature wherein land might be left to some person to vest in him after he had satisfied the uses of certain others. The party to whom land was so left, being in a position of a fiduciary character, would hold his certificate of title, as in the case of a trustee, until the land reverted to him absolutely, when he would receive a fresh certificate—one of direct ownership.

There was another mode of dealing with land—that effected by a *power of attorney*. This could be done in a very simple form under the Act. The attorney appointed by the owner signed for such a party in his absence, two copies being made in case one might be lost. Registration abstracts were provided to afford proprietors facilities for dealing with lands under this Act, when absent from the colony in which it was in force. The agent holding the power of attorney would fill in the memorandum of transfer, and the entry of the memorial would be made by the registrar in the colony. There was the utmost facility for dealing in each colony with land in another, and this had been acted upon in Tasmania, where the law had come into force, the land being transferred at the trifling cost of about 30s.

Subdivision of Land.

A person having to subdivide land under the Act was required to deposit in the registry-office a map showing all the subdivisions. He would then draw out memoranda of transfers to each of the persons to whom he sold the respective portions of the land, and he would surrender the existing title to it; and each of the persons taking a subdivision would get a certificate for the piece of land he had purchased, for the registry of which a separate and distinct page in the book would be opened, whereon would be recorded all dealings with that piece of land. So that every person, however minute his portion of the land might be, would hold direct from the Crown a title distinct from the title of his predecessors in it, and having nothing to do with the title of the original owner. Again, he had been requested to explain the nature of the insurance fund. A small contribution of one halfpenny was levied upon every application for first bringing land under the Act, and also when it was transmitted by the death of the previous proprietor, because in the latter case an additional risk was incurred. The money was invested in Government securities, and applied in this way. Notwithstanding the greatest care and attention, errors might be made, and the title to land be given to the wrong person. Still the title was upheld as indefeasible—that being the first principle of the Act. The party who lost the land would be compensated in money out of the insurance fund. This fund might, when required be supplemented from the general revenue, and as it accumulated, the money would be repaid to the general revenue. In South Australia there had not been a single claim upon this insurance fund.

Precautions against Fraud.

The precautions to prevent personation and forgery had hitherto proved very effectual. A person presenting a land grant or certificate of title in the office would not simply upon that be recognised as the owner of the property unless he were personally known in the registry office, for unless he were so known it would be requisite that he be introduced by some respectable householder, just as a person bringing a letter of credit to a banker was only recognised as the person in whose favour it was written after he had been introduced by a respectable person known to the directory; so that, if a person stole a certificate and signed the name of the rightful proprietor it would only lead to his arrest and imprisonment. Again, when dealings took place away from the registry-office, the protection was that the party dealing, or the attesting witness previous to signature, was required to go before a justice of the peace who had to sign a certificate setting forth that the parties had appeared before him and declared themselves to be the parties mentioned in such certificate, and that the attesting witness was known to be a man of good repute. As to fraud there would first have to be a robbery of the certificate or grant, next a forgery, and then a delusion or some extraordinary process on the part of the justice of peace or respectable householder, who would introduce the party to the registrar.

Protection of Dower.

The protection to guard the rights of widows and dower was as follows;—Every applicant to bring land under the provisions of the Act was required to state in his application, which was to be verified by oath, all liabilities appertaining to this land or contingent upon it, and amongst these the Act particularly provided that he was to state whether the land was subject to dower or not. The form of application was given in the schedule of the Act, and requires a statement as to the liability of the land to dower. Inquiry was also made by the solicitors in the same way as it would be made now, whether the land was subject to dower or not; and, if so, notice to that effect, as in the case of other incumbrances, was placed upon the certificate of title given to the applying proprietor. Then upon his decease, the person succeeding to the property, after becoming liable to dower, would receive a certificate to that effect. Thus the rights with regard to dower would be declared and secured, and the recovery and enforcement of them would be left to the ordinary law of the country, which was not disturbed or interfered with by this Act.

PRESENTATION TO MR. R. R. TORRENS.

Previous to Mr. Torrens leaving Australia for England, the following address was presented to him by the colonists:—

"To R. R. Torrens, Esq., Registrar-General of the province of the Province of South Australia.

"We the undersigned, colonists of South Australia, feel deeply indebted to you for the benefits you have been instrumental in securing to ourselves and our adopted country, by the introduction of a simple, safe, and economical method of transferring real property by the registration of title—rendering dealings in land almost as easy as dealings in goods and chattels.

"We beg to express the deep sense we entertain of the disinterested motives that actuated you in bringing forward the Real Property Act, as well as of the distinguished talent, courage, and energy which enabled you to bring the same to a successful issue in the face of severe and long-continued opposition.

"The benefits conferred upon the colony by the Real Property Act are already apparent, and are acknowledged by all classes of the community; and we cannot doubt that the Act will descend, with such improvements as time and experience may suggest, to succeeding generations as a boon of inestimable value. It is highly gratifying to your fellow-colonists that this great reform in the law of real property has been brought about by a South Australian layman, and we participate in the gratification you must feel in knowing that the benefits of your measure have not been confined to this colony, but that the Real Property Act of South Australia has been adopted in almost all the neighbouring colonies, and has been closely copied in a measure lately passed by the Imperial Parliament, thus rendering your name illustrious in connection with law reform, and conferring a world-wide renown upon South Australia.

"The high sense entertained by all classes of the eminent services you have rendered this community will not, we feel assured, be confined to this simple but sincere expression of our gratitude and admiration. We have no doubt that the country will be prepared to recognise in a more substantial manner the benefits you have conferred upon it.

"We regret that you are about to leave us for England, but trust that we may soon have the pleasure of welcoming your return, and of seeing you in such renewed health as will enable you to carry out still further necessary reforms in the law both here and in the neighbouring colonies."

In reply to the address, Mr. Torrens said it afforded him great gratification to be presented with so valuable a document—valuable as a work of art as well as for the kind sentiments it contained. He said the value of property brought under the operation of the Real Property Act amounted to £2,000,000, and the money lent on mortgage under it approached half a million. The receipts of the office, excluding the insurance fund and amounts payable into the Treasury, exceeded £6,000, and that sum he had no doubt would increase until all the property in the colony had been brought under

the Act. The expenses would gradually diminish, for there would not be so many persons required to be employed as hitherto. The revenue would reach £9,000 per year, and the additional cost would not exceed £5,000.

REVIEW.

Principles of Conveyancing Explained and Illustrated by Concise Precedents. By HUBERT LEWIS, B.A., of the Middle Temple, Barrister-at-Law. Butterworths. 1863.

The law of real property has always presented the greatest difficulty to the students of English jurisprudence, especially when they come to apply it in the practice of conveyancing. The theory of this branch of law is of itself sufficiently abstruse to tax heavily the mental powers of most beginners, and to master it comprehensively requires such an intellect as Fearne or Sugden possessed. Ordinary people, however, may satisfy themselves with a fair general notion of the whole scheme, and with moderate but accurate knowledge of such of its details as are most important in professional business. Such, no doubt, is not an unfair description of the attainments of the general run of young lawyers, who intend to make conveyancing their specialité; and even this amount of knowledge can only be attained by persistent and industrious study. Yet, whoever has gone through the ordeal, has felt that it is much easier to gain a fair acquaintance with such books as Mr. Burton's or Mr. Josiah Smith's Compendium, than to get an insight into, or to gain any facility in, the *drawing* of conveyances. Many laborious students are sadly disappointed at the gulf that lies between theoretical knowledge and practical skill, and the greater number of attempts to bridge it over have hitherto been very unsatisfactory for such as are not content with blindly following precedents. Books of mere forms, with incidental foot notes, may be very useful to persons who know how to use and adapt them, but they are a very confusing and unskilful mode of instruction in the business of conveyancing. It has long been felt that a great improvement in these books of precedents might be effected even for the purposes of experienced lawyers, by treating instruments, and their various component parts, generically, and by giving typical forms once for all, instead of a number of precedents which were constructed to meet the exigencies of particular cases, and which, so far as their clauses were generic, were tautologous, and so far as they were peculiar, were liable to mislead, or were unlikely to be useful. This is the great vice of Sweet's Jarman, which Mr. Cornish and Mr. Housman have successfully combatted in their very useful works. Any articled clerk, or indeed any body else who required such help, would have far less difficulty in constructing a presentable draft of a mortgage or a lease from Mr. Housman's small book, than from the much larger and more expensive volumes of Jarman. It was still felt, however, that a work explanatory and illustrative of conveyancing precedents remained a *desideratum*, because there is so much in the actual construction of drafts that requires this kind of instruction even for those who have read such theoretical text-books as we have mentioned. Mr. Hubert Lewis proposes to supply this want in the work now before us. He undertakes for conveyancing students the same kind of duties as are assigned to a *demonstrator* in anatomy. He uses precedents only for purposes of dissection, and therefore, for the most part, confines himself to what may be called the natural or typical forms of conveyancing. He traces out the origin, object, effect, and legitimate employment of various portions of the precedents in general use. He distinguishes between what is essential and what is accidental or useless, and is always careful to explain whatever requires explanation. The book will be of the greatest use to those have some antecedent knowledge of real property law, but who have not had much experience in the preparation of conveyances. "How to do it" might well be the motto of the author; and certainly no ordinary lawyer can peruse Mr. Hubert Lewis's book without making himself much more competent to prepare and understand conveyancing than he was before.

In this volume our author treats—1, of conveyances of the absolute interest in various subject matters from one person to another; and 2, of transfers by way of creation of particular interests in the same. Under the first head come grants of the fee simple, transfers of copyholds in fee, and of personal chattels including *choses in action*. Under the second head he groups conveyances to uses to bar dower, creation of tenancy in common and of joint tenancy, mortgages, leases, easements, &c. He intimates that in a future volume he will probably complete his scheme by adding a treatise on, 3, the transfer of particular interests, and 4, conveyancing in which several owners of particular interests unite to convey their aggregate rights to another, or to distribute them afresh. He purposely excludes Wills, Agreements, Conditions of Sale, Partnership Deeds, &c., as being somewhat foreign to a work intended as an introduction to conveyancing. Upon the whole we consider that the work is deserving of high praise both for design and execution. The author is somewhat ambitious if not pretentious in his style, but not unwarrantably so when we consider the character of his performance. It is wholly free from the vice of bookmaking, and indicates considerable reflection and learning. Mr. Lewis has, at all events, succeeded in producing a work to meet an acknowledged want, and we have no doubt he will find many grateful readers amongst more advanced, not less than among younger, students. In an appendix, devoted to the Land Transfer Act of last session, there are some useful and novel criticisms on its provisions.

UNIVERSITY INTELLIGENCE.

CAMBRIDGE.

The Board of Legal Studies have announced the following subjects for the examination for the Chancellor's Medal for Legal Studies, 1864:—

I. Roman Law and Jurisprudence.—Studies in Roman Law by Lord Mackenzie; Austin on Jurisprudence.

II. English Law.—Story on Bailments; Broom's Commentaries on English Law, Book 4.

III. English History.—(*a*) From the reign of Charles I. to the abdication of James II., with special reference to Hallam and the Statute Book; (*b*) State Trials—the seven bishops.

IV. International Law.—Kent's Commentaries, vol. 1, part 1.

The examination of candidates for the Chancellor's Gold Medals for classical studies will commence on Tuesday, March 3, at 9 o'clock. Candidates are requested to send their names to the Vice-Chancellor before Friday, February 27.

PUBLIC COMPANIES.

BILLS IN PARLIAMENT

FOR THE FORMATION OF NEW LINES OF RAILWAY IN ENGLAND AND WALES.

The Examiners on Standing Orders have declared that the orders of both Houses have been duly complied with in the following case:—

TOTTENHAM AND HAMPSTEAD JUNCTION. (Branch to Highgate).

MEETINGS.

BRADFORD, WAKEFIELD, AND LEEDS RAILWAY.

At the half-yearly meeting of this company, held on the 17th inst., a dividend at the rate of 7 per cent. per annum was declared for the past half-year.

HULL AND SELBY RAILWAY.

At the half-yearly meeting of this company held on the 14th inst., the following dividends were declared for the past half-year, viz.:—£2 9s. 6d. per whole, or £50 share; £1 4s. 9d. per half, or £25 share; and 12s. 4½d per quarter share, on the capital stock of the company.

LANCASHIRE AND YORKSHIRE RAILWAY.

At the half-yearly meeting of this company, held on the 18th inst., a dividend of 2 per cent. for half-year on the ordinary stock was declared.

LONDON AND BLACKWALL RAILWAY.

At the half-yearly meeting of this company, held on the 17th inst., dividends at the rate of 4½ per cent. per annum on the preference shares, and at the rate of 4 per cent. per annum on the ordinary stock, were declared for the past half-year.

LONDON AND SOUTH-WESTERN RAILWAY.

At the half-yearly meeting of this company, held on the 12th inst., a dividend at the rate of 6 per cent. per annum was declared for the past half-year.

MID KENT RAILWAY.

At the half-yearly meeting of this company, held on the 16th inst., a dividend of 2½ per cent. for the past half-year was declared.

NORTH DEVON RAILWAY.

At the half-yearly meeting of this company, held on the

13th inst., a dividend at the rate of 16s. 8d. on the ordinary stock was declared for the past half-year.

NORTH-EASTERN RAILWAY.

At the half-yearly meeting of this company, held on the 13th inst., the following dividends were declared for the half-year ending the 31st of December, 1862, to be paid on the 25th inst.:—namely, upon the Berwick Capital Stock, at the rate of 5 per cent. per annum; and upon the Thirsk and Malton stock, at the rate of 4 per cent. per annum; upon the ordinary York stock, at the rate of 4½ per cent. per annum; upon the ordinary Leeds stock, at the rate of 2½ per cent. per annum; upon the Carlisle stock, at the rate of 7 per cent. per annum; and on the 4 per cent. preferential stock, an equalizing dividend at the rate of 3 per cent. per annum, to make it 7 per cent.

NORTH LONDON RAILWAY.

At the half-yearly meeting of this company, held on the 17th inst., a dividend of 3 per cent. for the past half-year was declared; a similar dividend on the 15,000 new shares of the company was also declared.

NORTH STAFFORDSHIRE RAILWAY.

At the half-yearly meeting of this company, held on the 13th inst., a dividend at the rate of 3½ per cent. per annum, was declared for the past half-year.

RHYMNEY RAILWAY.

At the half-yearly meeting of this company, held on the 17th inst., a dividend at the rate of 2 per cent. per annum was declared for the past half-year.

PROJECTED COMPANIES.

THE WEST CENTRAL HORSE AND CARRIAGE REPOSITORY (Limited.)

Capital £50,000, in 10,000 shares, of £5 each.

Solicitors—Messrs. Preston & Dorman, 13, Gresham-street.

This company is formed for the purpose of purchasing the newly-erected premises known as the Holborn Horse and Carriage Repository, and enlarging and improving the same by the purchase or renting of adjoining property. To carry on business by the sale of horses, dogs, carriages, harness and other similar property, by auction or on commission; and to fit up, open, rent, or build a suitable establishment as a turf subscription room, upon terms to be agreed by the directors.

At the Quarterly Court of the Middlesex Hospital, held on the 5th inst., the Chairman, Captain Maude, stated that among the legacies bequeathed during the past quarter there was one which was deserving of special notice, inasmuch as the donor, Mr. Cropper, exhibited a singular instance of rigid economy in his personal expenditure, combined with a bountiful and almost princely benevolence towards the poor. Mr. Cropper, who was 90 years old when he died, had, it appeared, survived all his relations. He was a barrister-at-law, and lived in the most frugal manner in his chambers at Gray's inn. The amount of his property at the time of his decease is estimated at about £4,000 per annum, and £10,000 in money, the whole of which he has bestowed upon London charities, selecting Middlesex Hospital as his residuary legatee. This has been a great boon to the institution, as it appeared from the report that its expenditure is considerably greater than its income.

The parliamentary return to which we referred lately with reference to the House fees charged on private bills also contains a list of all the appearances of counsel on the Railway Bills of 1861 and 1862. It is in one respect ambiguous, as the House exacts fees on every petition which is appeared on, jointly or separately; though it is a common practice for a number of landowners' petitions to be represented under one brief, given to one counsel or set of counsel. Allowing for this, so far as the return enables us to do so, in the year 1861, when there was the largest number of committees or groups of Railway Bills, the House fees, amounting to £63,372, appear to have exceeded the counsel's fees by 30 per cent., taking them all at fifteen guineas a day—that is, assuming a consultation to take place every day, which may or may not be, according as the particular case or petition happens to be under discussion in the committee. The return does not include the fees on counsel's briefs, of which the House has no knowledge, but they generally amount to much less than the daily fees or "refreshers," which appear to have also come into use, with the leading counsel at least, in the common law and other courts, in consequence of the great length to which important trials now extend. The names of fifty-one counsel appear in the list for 1861, of whom fifteen are Q.C.'s. The return, to be complete as a basis for legislation or regulation (except as to the House fees, which tell their own tale), ought to comprise many other items, which the companies could give in the gross, such as the charges for short-hand notes, agents and solicitors' charges, preliminary engineering expenses, cost of witnesses, distinguishing the engineers from others, and so forth.

The fund placed in the charge of the official trustees under the Charitable Trusts Act continues to increase. At the close of last year the amount included £1,360,159 Government stock, £4,047 India stock, £5,420 Bank stock, £8,100 Railway debenture stock, and £1,500 Indian railway stock.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BURNETT—On Feb. 15, at Dorchester, the wife of Edwin Burnett, Esq., Solicitor, of a son.

KAYE—On Feb. 14, at Potter's-bar, the wife of James Kaye Esq., Barrister-at-Law, of a son.

MACNAMARA—On Feb. 12, at 31, North Great George's-street, Dublin, the wife of Richard MacNamara Esq., Solicitor, of a daughter.

TROWER—On Feb. 17, at 11, Queensborough-terrace, Kensington-gardens, the wife of C. Francis Trower, Esq., of a daughter.

MARRIAGES.

COLLINS—WILSON—On St. Valentine's-day, at St. Luke's, Chelsea, Arthur J. H. Collins, Esq., of Essex-court, Temple, Barrister-at-Law, to Isabella Anne, only daughter of the Rev. Richard Wilson, D.D., of Gough House, Chelsea.

DEATHS.

BLACKBURNE—On Feb. 14, at Merrion-square, of inflammation of the lungs, Francis Blackburne, Esq., son of the Lord Justice of Appeal.

GURNEY—On Feb. 7, at 25, Lincoln's inn-fields, after a short illness, William Coryndon Gurney, M.A., Barrister-at-Law, the beloved and only son of Charles Gurney, of Trebursye, in Cornwall, Esq., aged 32.

MARSHALL—On Feb. 17, at South Bank, Grassendale, Liverpool, Mary, daughter of Henry Marshall, Esq., Solicitor, aged 14 months.

MURRAY—On Jan. 2, at Port of Spain, Trinidad, West Indies, Richard Henry Murray, Esq., Barrister-at-Law, aged 36, eldest son of Thomas Murray, Esq., M.D., of that island.

RENNALLS—On Feb. 14, at 13, Devonshire-st, Portland-place, William Rodon Rennalls, Esq., formerly Judge of the Court of Admiralty in Jamaica, and one of the Benchers of the Hon. Society of the Middle Temple, aged 73.

ROBINSON—On Jan. 30, at Toronto, in his 72nd year, Sir John Beverley Robinson, Bart., B.C., late President of the Court of Appeal, and for more than 30 years Chief Justice of Upper Canada.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. KING & SON.

Copyhold and part freehold family residence, known as "Lyon Lodge," Isleworth, with large pew in the parish church, and a large kitchen garden, let at £120 per ann.—Sold for £3,050.

By Messrs. NORTON, HODGART, & TRIST.

Freehold house and shop, No. 82, Bishopsgate-street, Without, (with a shed and loft over in the rear), let at £110 per ann.—Sold for £3,000.

By Mr. MURRELL.

Leasehold residence, No. 14, Highbury-park. Held upon lease for 93 years from 1852, at the rent of a Peppercorn. Let on lease for £100 per annum.—Sold for £1,420.

By Messrs. DEBENHAM & TEWSON.

Freehold residence, situate at Princes-road, Buckhurst-hill, Essex.—Sold for £450.

Leasehold ground-rent of £30 per annum, arising from seven houses in Hamilton-street, Wandsworth-road.—Sold for £420.

Leasehold residence, No. 5, Harewood-street, Harewood-square; term 99 years from 1842; ground rent £12 per annum; let at 75 per annum.—Sold for £710.

Leasehold Fifteen dwelling-houses, with gardens, Nos. 1 to 15, Frog-town, Peckham Rye, term 45 years; ground rent, £36 per ann; let at £216 12s. per ann.—Sold for £880.

The absolute reversion to one-fourth part in the following properties, viz., £688 ½ Three per Cent. Consolidated Bank Annuities; £1,000 Bank Stock. £288 Capital Stock of the Royal Exchange Assurance Corporation and £290 18s. 2d. River Dee Stock, payable on the death of a goat, aged 60 years.—Sold for £450.

AT GARRAWAY'S

By Messrs. D. CRONIN & SON.

Leasehold public house, known as the "Gloucester Arms," Gloucester-rd, Kensington.—Sold for £3,650.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BICKNELL, HENRY, Grocers Hall, Esq., HENRY HOYLE ODDIE, and ROBERT WHEATLEY LUMLEY, of Carey-street, Middlesex, Esqs. £37 4s. 7d.—Claimed by Henry Bicknell, Survivor.

HUMFRAYS, MARGARET URSULA, Wimpole-street, Widow. £439 3s 7d. New £3 per Cents.—Claimed by Malcolm Orme, Executor of James Alston, deceased, who was the Executor of said M. U. Humfrays.

MALE, REV. ARTHUR SOMERY, St Peters College, Cambridge. £189 11s 1d. Consols.—Claimed by A. S. Male.

SINCLAIR, KENNEDY, New Cross, Surrey, Widow. £325 consols.—Claimed by George Sowray, Executor.

HEIRS AT LAW AND NEXT OF KIN.

(Advertised in the London Gazette.)

ALLEN, ANN, Glen, near Llangollen, Denbigh, Widow. Heir and Next of Kin. Andrew v. Reade. County Palatine of Lancaster.

LOLLEY, AMELIA, Glen, near Llangollen, Spinster. Heir and Next of Kin. Atherton v. Andrew. County Palatine of Lancaster.

SCATTERGOOD, THOMAS, Pendleton, near Manchester, Gentleman. Next of Kin. Wood v. Hepworth. V. C. Stuart.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 13, 1863.

UNLIMITED IN CHANCERY.

Consols Insurance Association.—The Master of the Rolls will, on March 4 and 5 at 1, proceed to settle the list of contributories of this Association.

Doncaster Permanent Building and Investment Society.—Petition for winding-up, presented Feb 9, will be heard before V. C. Wood, on Feb 21. Van Sandau & Cumming, King-st, London, and Fisher, Doncaster, Solicitors for petitioners.

Saxon Life Assurance Society.—V. C. Wood will, on Feb 21 at 12, proceed to make a call on all contributories settled on the list, for 14s. per share.

Unity Fire Insurance Association.—Petition for winding-up, presented Feb 10, will be heard before V. C. Wood on Feb 21. Greville & Tucker, St. Swithin's-lane, Solicitors for petitioners.

TUESDAY, Feb. 17, 1863.

UNLIMITED IN CHANCERY.

Camerons Coalbrook Steam Coal, and Swansea and Loughor Railway Company.—Peremptory order for a call of £12 per share, on all contributories, to be paid to W. Turquand, Official Manager, on Feb 27, between 10 and 4, at 16, Tokenhouse-yard, London. Peremptory order for a call of £3 4s. per share, to meet the costs, charges, and expenses incurred by the Official Manager, to be paid to W. Turquand, Official Manager, on the same date and time.

Equitable and Economic £100 Money Society.—Petition for winding-up, presented Feb 12, will be heard before V. C. Wood, on Feb 28. Needham, New-inn, and Jackson Westbromwick, Solicitor for petitioner.

Midland Counties £25 Money Society.—Petition for winding-up, presented Feb 12, will be heard before V. C. Wood, on Feb 28. Needham, New-inn, and Jackson, Westbromwick, Solicitor for petitioner.

Unity General Assurance Association.—Petition for winding-up, presented Feb 13, will be heard before V. C. Kindersley, on Feb 27. Harrison & Lewis, Old Jewry, Solicitors for petitioner.

LIMITED IN CHANCERY.

Anglo-Danubian Steam Navigation and Colliery Company (Limited).—Petition for winding-up, presented Feb 14, will be heard before V. C. Stuart, on Feb 27. Bevan & Whitting, Old Jewry, Sols for petitioner.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 13, 1863.

Burges, Rbt Sidney, Lloyds, and Austin Friars, Insurance Broker. April 20. Nicholson, Lime-st.

Clowes, Wm Legh, Broughton-hall, Manch, Esq. March 25. Beever & Co, Manch.

Dashper, John Jacob, Millbrook, Hants, Butcher, April 1. Mackey, Southampton.

Fletcher, Rev. Rchd, St. Kilda, Colony of Victoria. March 17. Norris & Wood, Manch.

Grace, Wm, Southampton, Smith. March 25. Coxwell & Bassett, Southampton.

Harper, Margaret, Chetwynd, Salop, Spinster. March 21. Heane, Newport, Salop.

Hatch, Rchd, Devonport, Shoemaker. March 28. E. O. Gard, Devonport, Executor.

Hill, Hugh, Queen's-pl, Kennington, Coach Broker. March 25. Apps, Gray's-inn.

Jones, Alice, Malvern-pl, Chapel Ash, Wolverhampton, Widow. March 13. Lowe, Birm.

Pershouse, Hy, Stafford-house, Victoria-park, Manch, Esq. March 31, Whitworth, Manch.

Pomett, Mary, Chilwell, Notts, Widow. April 14. Thorp, Nottingham.

Radford, Chas. Kilbourne, Derby, Farmer. March 10. Walker, Belper.

Scott, John Barber, Bungay, Esq. April 14. Chabtree & Cross, Halesworth.

Searles, Rbt Thos, Terrace, Old Kent-rd, Esq. March 25. Lovell & Co, Gray's-inn.

Ward, Geo, Newport, Salop, Malster. March 25. Heane, Newport, Salop.

Webb, Jonas, Babraham, Cambridge, Farmer. March 31. Freeland, Saffron Walden.

TUESDAY, Feb. 17, 1863.

Bowker, Wm, Huddersfield, Clothes Merchant. Craven, Huddersfield.

Buszard, Eliza Catherine, Old Hall, near Newport, Salop, Spinster. April 23. Fisher & Hodges, Newport, Salop.

Collis, Sarah Ann, Lemon's-ter, Stepney, Middlx, Spinster. March 20. Nethersole & Speechly, New-inn, London.

Davidson, Hy Orrell, Manch, Glass Merchant. April 14. Claye & Son, Manch.

Griffith, Rchd Edw, Lpool, General Broker. March 18. Norris & Son, Liverpool.

Harding John, Dawlish, Devon, Esq. April 10. Sharp, Old Broad-st.

Horton, John, Shrewsbury, Gent. April 25. Fisher & Hodges, Newport, Salop.

Jones, Rchd, Holyhead, Anglesea. March 12. Snowball & Copeman, Lpool.

Lee, Thos, Gunstone, Crediton, Gent. March 14. Smith, Crediton.

Lines, Mary, Badby, Northampton, Widow. March 28. Burton & Willoughby, Daventry.

Pepper, Eliz, Godfrey's-row, Shackelwell-green, Kingsland, Widow. April 17. Broughton, Finsbury-sq.

Sewell, Isabella, Church-st, Durham, Spinster. April 1. Rogerson & Ford, Lincoln's-inn-fields, and Marshall, Durham.

Tetley, Thos Wm, Mount Pleasant, Lpool, Gent. April 8. Foster, Lpool.

Webb, Peter, Wavertree, near Lpool, Gent. March 18. Norris & Sons, Lpool.

Womack, Geo, Norwich, Draper. May 1. Fox, Norwich.

Wyatt, Geo, Plymouth, Bacon Factor. March 31. Gard, Devonport.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 13, 1863.

Blunt, Dame Sophia, Marlboro'-ter, Kensington, Widow. March 13. Blunt v. Seton, V. C. Stuart.

Daniell, Eliz Mason, (otherwise Eliz Daniell,) Trelessick, Cornwall, Widow. March 7. Daniell v. Allen, M.R.

Lowden, John, Northumberland Tavern, Northumberland-st, Strand, Gent. March 21. Youngman v. Martin, V. C. Stuart.

Matthews, Thos, Sporle-with-Palgrave, Norfolk, Farmer. March 14. Matthews v. Palmer, V. C. Kindersley.

Over, Thos, Brighton, Builder. Feb 28. Markwick v. Over, M.R.

Skues, Ann, East Stonehouse, Widow. March 6. Radford v. Beer, M.R.

Tiffin, Margaret, Hamilton, Wentworth, Upper Canada, Spinster. April 15. Barnett v. Smith, V. C. Stuart.

Wheldale, John, Burgh-in-the-Marsh, Lincoln, Farmer. March 9. Kemp v. Burn, V. C. Stuart.

Windle, Eliz, Princes-st, Soho, Middlx, Spinster. March 2. Hebbert v. Windle, M.R.

TUESDAY, Feb. 17, 1863.

Crothall, John, Waterham Farm, Wickham, Kent. March 28. Wootton v. Hulse, V. C. Stuart.

Grant, Mary, Park-pl, Grove-rd, Bow, Middlx, Spinster. March 14. Eady v. Watson, M.R.

Gwilt, Jos, Ryder's-green, Westbromwich, Innkeeper. March 13. Bayley v. Melley, V. C. Stuart.

Taplin, Rchd, Chipping Wycombe, Innkeeper. March 7. Taplin v. Taplin, V. C. Wood.

Williamson, Rbt Mason, Palmer's-green, Edmonton, Middlx, Victualler, March 14. Stanley v. Snow, V. C. Kindersley.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 13, 1863.

Ball, Wm, Daventry, Gardener. Feb 7. Conv. Reg Feb 13.

Beisner, John, Leman-st, Whitechapel, Middlx, Bootmaker. Feb 2. Conv. Reg Feb 12.

Blagg, Rchd, Manch, Bootmaker. Feb 4. Asst. Reg Feb 11.

Clarkson, Eliz Jean, Sheerness. Jan 22. Asst. Reg Feb 9.

Corbett, Wm, Handsworth, Stafford, Malster. Jan 27. Comp. Reg Feb 12.

Firth, Wm, John Firth, & Thos Firth, Greaves Mill, Stainland, Halifax, Cotton Spinners. Jan 31. Conv. Reg Feb 10.

Goldamid, Edw Alf, & Lewis Hy Goldsmid, Newington-causeway, Fruiterers. Feb 9. Asst. Reg Feb 12.

Hall, Jas, South Shore, Lancaster, Grocer. Jan 14. Conv. Reg Feb 11.

Kirk, John, Rodney-st, Pentonville-rd, Middlx, Wholesale Milliner. Feb 2. Asst. Reg Feb 12.

Lawrence, John, Philpot-lane, London, Wine Merchant. Jan 13. Asst. Reg Feb 13.

Morey, Geo, Southsea, Builder. Jan 24. Conv.

Obbard, Rbt Hy, Chiswell-st, Finsbury, Middlx, Glass Merchant. Feb 6. Asst. Reg Feb 13.

Porter, Edw, Cley-next-the-Sea, Norfolk, Linen Draper. Jan 17. Asst. Reg Feb 12.

Potter, John, Chatham, Marine Store Dealer. Feb 2. Asst. Reg Feb 10.

Robinson, Wm, Framlingham, Grocer. Jan 20. Re-Asst. Reg Feb 11.

Sewell, Leonard, Savage-gardens, London, Wine Merchant. Feb 11. Asst. Reg Feb 12.

Skerratt, John, Manch, Ginger Beer Mnfctrer. Jan 19. Asst. Reg Feb 12.

Tooth, Lydia, Finsbury-sq, Middlx, Spinster. Feb 10. Asst. Reg Feb 11.

Underhill, Hy, Wolverhampton, Att-at-Law. Jan 26. Asst. Reg Feb 13.

Upton, Rbt, Barbiton, Surrey, Grocer. Feb 4. Asst. Reg Feb 16.

Walker, John, Southwark Bridge-rd, Surrey, Builder. Feb 10. Comp. Reg Feb 11.

Wavell, Thos Brooke, Falkland-rd, Kentish-town, Middlx, Commercial Clerk. Jan 31. Arrngmnt. Reg Feb 11.

Wilkinson, Thos, Blackburn, Baker. Dec 17. Asst. Reg Feb 11.

Wootton, Frdk, Bedford, Draper. Jan 15. Asst. Reg Feb 11.

Wood, Jas, Broughton, near Manchester, Engineer and Commission Agent. Jan 19. Asst. Reg Feb 10.

Young, Isabella, Sunderland, Baker. Jan 16. Conv. Reg Feb 12.

TUESDAY, Feb. 17, 1863.

Adamson, John, Rochdale, Draper. Jan 20. Asst. Reg Feb 16.

Aldous, Daniel, Granville-ter, Jeffrey's-rd, Clapham, Builder. Jan 17. Asst. Reg Feb 13.

Allerston, Jno, Bridlington Quay, Grocer. Jan 20. Asst. Reg Feb 14.

Bake, Chas Hy, & Peter Wm Bake, Stretford-rd, Hulme, Druggists. Jan 19. Comp. Reg Feb 14.

Bottomley, Jas, Westgate, Bradford, Bookseller. Jan 21. Conv. Reg Feb 13.

Brown, Chas, & John Brown, Holsworthy, Devon, Farmers. Jan 28. Conv. Reg Feb 13.

Cammack, Jas, Leverton, Lincoln, Farmer. Feb 11. Asst. Reg Feb 16.

Cliff, Jas, Camborne, Cornwall, Printer. Jan 26. Conv. Reg Feb 14.

Curson, Rbt Harrison, King's Lynn, Shipowner. Jan 21. Comp. Reg Feb 16.

Ecroyd, Thos, Blackburn, Cabinet Maker. Jan 20. Asst. Reg Feb 16.

Geary, John Philip, Manch, Baker. Jan 27. Asst. Reg Feb 14.

Holden, Thos, Openshaw, Lancstr, Traveller. Feb 13. Asst. Reg Feb 16.

Law, Wm Hy, Woodbridge, Suffolk, Innkeeper. Jan 23. Conv. Reg Feb 14.

Manyweathers, Wm, Marston Mortaine, Bedford, Shoemaker. Jan 15. Asst. Reg Feb 12.

Nicholls, Wm, Ludgvan, Cornwall, Grocer. Feb 7. Conv. Reg Feb 14.

Potts, Wm, Sutton, Surrey, Mercantile Clerk. Feb 12. Conv. Reg Feb 16.

Ryall, Wm, & Clementina Smith, Westbury-on-Trym, Gloucstr, Farmers. Jan 19. Conv. Reg Feb 16.

Shaw, Saml, Burslem, Grocer. Jan 17. Conv. Reg Feb 13.

Smith, Thos, Accrington, Grocer. Feb 5. Comp. Reg Feb 14.

Tucker, Thos, Bristol, Builder, Jan 23. Asst. Reg Feb 17.

Walker, Geo Emslorf, Newbury, Berks, Gunmaster. Jan 21. Asst. Reg Feb 17.
Wastall, Rbt, Sandwich, Victualler. Jan 26. Asst. Reg Feb 14.

Bankrupts.

FRIDAY, Feb. 13, 1863.

To Surrender in London.

Beasley, Jno Wm, Rock-pl, Kingsland, Plumber. Pet Feb 9. Feb 26 at 2. Biggendon, Walbrook.
Beresford, Abraham, Homer-ter, Victoria-pk, Middlesex, Clerk. Pet Feb 10. Feb 23 at 1. Dubois, Coleman-st.
Bliss, Daniel, Gt College-st, Camden Town, Gas Engineer. Pet Feb 10. Feb 28 at 11. Freeman, Bucklersbury.
Boulding, Wm, Rotherhithe, Draper. Pet Feb 7. Feb 28 at 1. Mess, Fenchurch-st.
Canning, Thos, Culford-rd, Kingsland, Clerk. Pet Feb 10. March 3 at 12. Goatley, Symond's-inn, Chancery-lane.
Cannot, Adolphus Charles, Haymarket, Hotel Keeper. Pet Feb 7. March 3 at 11. Innes, Billiter-st.
Carter, Jasper, Haywood's-pl, Old Kent-rd, Tailor. Pet Feb 9. Feb 26 at 12. Buchanan, Basinghall-st.
Crouch, Chas Kerr, Lime-st, Ship Broker. Pet Feb 9. Feb 26 at 1. Watson, Cannon-st.
Datt, Philip, Cumberland-ter, Clerkenwell, out of business. Pet Feb 6. Feb 28 at 11. Reed, Guildhall-chambers.
Earnshaw, Thos, jun, Astey's-rd, Islington, Watch Balance Maker. Pet Feb 11. March 3 at 12. Marshall & Son, Hatton-garden.
Edwards, Geo, Gt Ilford, Essex, out of business. Pet Feb 9. March 3 at 12. Murray, Gt St Helen's.
Foulkes, Henry, Broad-ct, Bow-st, out of business. Pet Feb 11 (for pau). Mar 5 at 11. Aldridge.
Garratt, Wm, Upper King-st, Holborn, Furniture Broker. Pet Feb 7 (for pau). Feb 26 at 1. Aldridge.
Hall, Peter Fredk, Carlton-rd, Mile-end, out of business. Pet Feb 10. March 3 at 12. Parsons, Basinghall-st.
Hall, Wm Augustus, Upper Tachbrook-st, Pimlico, Silk Manufacturer. Pet Feb 4. Feb 26 at 2. Lumley & Lumley, Moorgate-st.
Heath, Alf, Green-st, Grosvenor-sq, Painter. Pet Feb 11. Feb 28 at 1. Woodbridge & Sons, Clifford's-inn, Fleet-st.
Henderson, Jas Briggs Holroyd, Berners-st, Oxford-st, Baker. Pet Feb 9 (for pau). Feb 28 at 12. Aldridge.
Hewlit, Jas, Norwich, Builder. Pet Feb 5. Feb 23 at 12. Marshall & Son, Hatton-garden.
Hodges, Liberty, New Bold-st, Commercial-rd East, Grocer. Pet Feb 7 (for pau). March 3 at 11. Aldridge & Bromley.
Jeffries, Thos, Harrow Weald, Publican. Pet Feb 9 (for pau). March 3 at 11. Aldridge & Bromley.
Kitchen, Wm, Fraed-st, Paddington, Oilman. Pet Feb 9. Feb 26 at 11. Lawrance & Co, Old Jewry-chambers.
Lidbetter, Joseph Ray, Plumstead, Builder. Pet Feb 9. Feb 26 at 12 Farnfield, Woolwich.
Londynski, Louis, Lisle-st, Leicester-sq, Physician. Pet Feb 9. Feb 23 at 2. Abrahams, Gresham-st.
Losack, Hy Clarendon, Coulson-st, Chelsea, Banker's Clerk. Pet Feb 9 (for pau). Mar 3 at 11. Aldridge & Bromley.
Lupton, Jas, Whittlebury-st, Euston-sq, Carpenter. Pet Feb 7 (for pau). Feb 23 at 2. Aldridge.
Maillet, Auguste Alexandre, Bedford-st, Strand, out of business. Pet Feb 11. Feb 26 at 2. Howell, Cheapside.
Meitzner, Herman, 321 City-rd, out of business. Pet Feb 9. March 3 at 11. Digby & Sharp, Circus-pl, Finsbury.
Miller, Fredk, Charles-st, Hackney-rd, Brewer's Manager. Pet Feb 9 (for pau). Feb 26 at 1. Aldridge.
Naden, Greatrex, Speenhamland, Berks, Veterinary Surgeon. Pet March 10, 1862. Mar 3 at 12. St. Aubyn, Moorgate-st.
Neale, Wm Michael, Westbourne-pl, Eaton-sq, M.D. Pet Feb 9. March 3 at 11. Barnard, York-rd.
Neil, Robert, Hamilton-ter, St John's-wood, Law Student. Pet Feb 13. March 6 at 1. Lewis & Lewis, Ely-pl.
Osler, Jno, 278 City-rd, Jeweller. Pet Feb 9 (for pau). Feb 28 at 1. Aldridge.
Puttnam, Jane, New-ct, Whitechapel, Widow. Pet Feb 9 (for pau). Feb 24 at 2. Aldridge.
Rogers, Jno, South-st, Islington, Grocer. Pet Feb 9. Feb 24 at 2. Pittman, Upper Stamford-st.
Scotland, Peter, Buxton-rd, Stratford, Comm Agent. Pet Feb 10. March 3 at 12. Weeks, Falcon-sq.
Sherlock, Geo, Dover-pl West, Old Kent-rd, Coffee House Keeper. Pet Feb 9 (for pau). Feb 26 at 1. Aldridge.
Short, Wm Hooper, Charing Cross Hospital, Dispenser of Medicines. Pet Feb 12. Feb 24 at 2. Wood, Coleman-st-bldgs.
Underhill, Ann, Old-st, St Lukes, Widow, no occupation. Pet Feb 10. Feb 24 at 2. Hare, Old Jewry.
Vogt, Anthony, Carburton-st, Marylebone, Clockmaker. Pet Feb 9 (for pau). Feb 28 at 12. Aldridge.
Ward, Thos, Newgate-st, Comm Agent. Pet Feb 11. March 3 at 1. Hales, Gracechurch-st.

To Surrender in the Country.

Antrobus, Philip, Northwich, Chester, Estate Agent. Feb 10. Lpool, Feb 27 at 11. Turner, Lpool.
Barker, Wm, Colsterworth, Lincoln, Road Surveyor. Pet Feb 7. Grantham, Feb 23 at 11. Palmer, Grantham.
Bartlett, Rchd Hy, Lpool, Victualler. Pet Feb 9. Lpool, Feb 27 at 11. Toulmin, Lpool.
Beresford, Joseph, Nottingham, Grocer. Pet Feb 11. Nottingham, Feb 25 at 11. Smith, Nottingham.
Bickell, Thos Kinsman, Lifton, Devon, Horsekeeper. Pet Feb 11. Tavistock, Feb 25 at 12. Chilcott, Tavistock.
Birchall, Jno, Rugby, Builder. Pet Feb 11. Birm, March 2 at 12. Smallbone, Coventry, and Smith, Birm.
Bocking, Chas, Wadhurst, Sussex, Schoolmaster. Pet Feb 12. Tonbridge Wells, Feb 28 at 1. Stone & Co, Tonbridge Wells.
Bracegirdle, Saml, Northwich, Chester, Timber Broker. Feb 10. Lpool, Feb 27 at 12.
Breach, Jas, Hulme, Manch, Salesman. Pet Feb 9. Salford, Feb 26 at 9.30. Leigh, Manch.
Carter, Jane, Cockermouth, Grocer. Pet Feb 7. Cockermouth, Feb 26 at 1. Moordaff, Cockermouth.
Clarke, Joseph, Nottingham, Lace Designer. Pet Feb 12. Nottingham, Feb 25 at 11. Wood, Nottingham.
Cooper, Chas Wm, Lower Broughton, Manch, Salesman. Pet Feb 10. Manch, Feb 25 at 11. Myers, Manch.
Davies, Thos, Guilsfield, Montgomery, Farmer. Pet Feb 10. Lpool, Feb 27 at 1. Dodge & Wynn, Lpool, and Yearsley, Welshpool.
Eaton, Jno, Birm, out of business. Pet Feb 7. Birm, March 2 at 10. East, Birm.
Edmonds, Jas, Fratton, Portsea, Builder. Pet Feb 10. Portsmouth, Feb 28 at 11. Paffard, Portsea.
Eede, Sarah, Alford, Surrey, Victualler. Pet Feb 9. Godalming, Feb 27 at 12. Geach, Guildford.
Ensby, Fredk, Standon, Herts, Cattle Dealer. Pet Feb 6. Hertford, March 2 at 11. Armstrong, Hertford.
Fenton, Edw, Dewsbury, Rag Dealer. Pet Feb 9. Dewsbury, Feb 27 at 11. Harle, Leeds.
Fleigeltaub, Abraham David, Lpool, Draper. Pet Feb 11. Lpool, Feb 26 at 3. Henry, Lpool.
Fletcher, Edw, Manch, out of business. Pet Feb 11. Manch, March 9 at 9.30. Swan, Manch.
Gibbins, Matthew, New Sleaford, Carrier. Pet Feb 7. Sleaford, Feb 23 at 11. Brown & Son, Lincoln.
Gibbs, Saml, Thorndon, Suffolk, Tailor. Pet Feb 10. Eye, Feb 27 at 3 Cream, Eye.
Harris, Jno, Garnddyrris, Monmouth, Grocer. Pet Feb 12. Bristol, Feb 27 at 11. Pain, Newport, and Bevan & Co, Bristol.
Harrop, Horatio Nelson, Manch, Photographer. Pet Feb 7. Manch, Feb 25 at 12. Storer, Manch.
Heritage, Wm, Northampton, out of business. Pet Feb 7. Northampton, Feb 23 at 11. Law, Stamford.
Hodgkins, Saml, Stourbridge, Worcester, Builder. Pet Feb 3. Stourbridge, March 2 at 10. Collis, Stourbridge.
Isaott, Thos Mallorie, Leeds, Butcher. Pet Feb 9. Leeds, Feb 27 at 12. Simpson, Leeds.
Johnson, Luke, Ovington, Northumberland, Victualler. Pet Feb 9. Newcastle-upon-Tyne, Feb 25 at 12. Joel, Newcastle-upon-Tyne.
Jones, Ed, Wrexham, Denbigh, Publican. Pet Feb 9. Wrexham, Feb 24 at 10 30. Jones, Wrexham.
Kirby, Thos Kendall, Chichester, Fruiterer. Pet Feb 6. Chichester, March 4 at 10.30. Goodman, Brighton.
Leach, Eli, Rochdale, Beer Seller. Pet Feb 9. Rochdale, Feb 25 at 11 Holland, Rochdale.
Lyon, John Dresser, Birm, Professor of Music. Pet Feb 10. Birm, March 2 at 12. Parry, Birm.
Machin, Thos, Hordley, Salop, Tailor. Pet Jan 31. Oswestry, March 31 at 11. Randles, Ellesmere.
Markley, Richd, Stafford, Warder, County Prison. Pet Feb 9. Stafford, Feb 27 at 11. Litchfield, Newcastle-under-Lyme.
Mason, John, & Hy Mason, Plymouth, Millers. Pet Feb 11. East Stonehouse, March 4 at 11. Fowler, Plymouth.
Mellows, Thos, Leicester, Farm Bailiff. Pet Feb 10. Loughborough, March 2 at 10. Spooner, Leicester.
Miller, Fras, Fratton, Portsea, Market Gardener. Pet Feb 10. Portsmouth, Feb 28 at 11. Paffard, Portsea.
Moores, Simeon, Congleton, Grocer. Pet Feb 9. Congleton, Feb 21 at 12. Welch, Congleton.
Newton, Thos, Toxteth-pk, Lpool, Grocer's Assistant. Pet Feb 11. Lpool, Feb 28 at 3. Walker, Wellington.
O'Connor, John, Lpool, Dealer in Marine Stores. Pet Feb 9. Lpool, Feb 24 at 3. Best, Lpool.
Oliver, Wm, Old Swan, near Lpool, Builder. Pet Feb 9. Lpool, Feb 24 at 11. Etty, Lpool.
Olliver, Wm, St Clear, Cornwall, Carpenter. Pet Feb 9. Liskeard, Feb 25 at 11. Coad, Liskeard.
Page, Fras, Walton-upon-Trent, Victualler. Pet Feb 9. Burton, March 9 at 12. Leech, Derby.
Parker, Thos Nath, & Wm Howton Parker, Birkenhead and Lpool, House Agents. Pet Feb 11. Lpool, Feb 27 at 12.30. Harris, Lpool.
Pask, Wm, Gloucester, Manufacturing Chemist. Pet Feb 2. Bristol, Feb 27 at 11. Wilkes, Gloucester.
Plant, Chas, Sandbach, Chester, Victualler. Pet Feb 11. Congleton, Feb 21 at 12.30. Welch, Congleton.
Russell, Ed, Leigh, nr Reigate, Farmer. Pet Feb 11. Reigate, Feb 25 at 1. Silvester, Great Dover-st, Southwark.
Sellers, Richd, Blackburn, Butcher. Jan 14. Manch, Feb 25 at 11. Gardiner, Manch.
Stewart, John, Everton, Joiner. Jan 15. Lpool, March 2 at 3. Evans & Co, Lpool.
Sullivan, Danl, Everton, Fruiterer. Pet Feb 9. Lpool, March 2 at 11. Husband, Lpool.
Symons, Gilbert, Liskeard, Plumber. Pet Feb 9. Liskeard, Feb 25 at 11. Higston, Liskeard.
Taylor, Saml, Manch, Provision Dealer. Pet Feb 10. Manch, March 9 at 9.30. Law, Manch.
Taylor, Wm, Ardwick, Manch, Engine Driver. Pet Feb 9. Manch, 9 at 9.30. Dawson, Manch.
Tringham, John, Hereford, Painter. Pet Feb 11. Hereford, March 3 at 10. Garrold, Hereford.
Volsey, John, son, & John Volsey, jun, Prittlewell, Essex, Cabinet Makers. Pet Feb 7. Rochford, March 4 at 1. Wood, Rochford.
Walker, Wm, Ryecroft, Ashton-under-Lyne, Stonemason. Pet Feb 10. Ashton-under-Lyne, March 5 at 12. Toy, Ashton-under-Lyne.
Wilkinson, John, Bellingham, Northumberland, Grocer. Pet Feb 7. Bellingham, Feb 23 at 10. Taylor, Hexham.
Wilkinson, Wm, New Lenton, Nottingham, Beer Seller. Pet Feb 10. Nottingham, Feb 25 at 11. Preston, Nottingham.
Williams, Geo, Llanavon Dorstone, Hereford, Farmer. Pet Feb 10. Birm, March 6 at 12. East, Birm.
Williams, Thos, Lpool, Ironmonger. Pet Feb 11. Lpool, Feb 27 at 3. Browne, Lpool.

TUESDAY, Feb. 17, 1863.

To surrender in London.

Adams, Mary, Berkeley-mews, West Connaught-sq, Edgeware-rd, Middlx, Widow. Pet Feb 10. March 5 at 11. Harring, Stafford-st, Marylebone.

Adams, Saml, Gt Waltham, Essex, Farmer. Pet Feb 12. March 3 at 1. Duffield, Cornhill.
Blenkarn, Alf Bower, Winterslow-pl, Brixton, out of business. Pet Feb 12. March 5 at 1. Wood & France, Aldersgate-st.
Brown, Jas, Raphael-st, Knightsbridge, Middlesex, out of employment. Pet Feb 11 (for pau). March 5 at 12. Aldridge, Moorgate-st.
Callow, John, Twickenham, Middlesex, Assistant Surgeon. Pet Feb 13. March 5 at 12. Blakeley & Beswick, Nicholas-lane, Lombard-st.
Cooke, Benj Wm, Burton-cres, New-rd, Middlesex, Insurance Agent. Pet Feb 13. March 3 at 12. Gibbs & Tucker, Lothbury.
Cox, John Walter, Pembury, Kent, Builder. Pet Feb 13. March 3 at 2. Halse & Trustram, Tunbridge-wells and Cheapside.
Direy, Louis, Dulwich, Surrey, Professor of Languages. Pet Feb 12 (for pau). March 3 at 2. Aldridge, Moorgate-st.
Dobson, John, Union-row, High-st, Camberwell, Optician. Pet Feb 12. March 3 at 11. Hare, Old Jewry.
Fermor, John, Bushey-heath, Hertford, Builder. Pet Feb 12. March 3 at 1. Camp, Paternoster-row.
Fryer, Wm, Princess-st, Norwich, Wholesale Boot Manufacturer. Pet Feb 11. March 3 at 12. Doyle, Gray's-inn.
Gardner, Hy Arthur, Upper George-st, Bryanstone-sq, Middlx, Cheesemonger. Pet Feb 6. Feb 28 at 1. Cooke, King-st, Cheapside.
Gill, Wm, Princes-rd, Notting-hill, Middlx, Boot Maker. Pet Feb 12. March 3 at 12. Hope, Ely-pl.
Hodges, Nicholas Wm, Charlotte-st, Portland-pl, Middlx, Book-keeper. Pet Feb 11. March 3 at 12. Greaves, Gray's-inn.
Ker, Thos Collingwood, Leicester-cot, Cornwall-rd, Old Brompton, Middlx, of no occupation. Pet Feb 13 (for pau). March 3 at 2. Aldridge & Brumley.
Keyse, John, Penton-pl, Newington, Draughtsman. Pet Feb 13 (for pau). March 3 at 1. Aldridge.
Lancefield, Hy Jas, Faversham, Kent, Grocer. Pet Feb 9. Feb 28 at 1. Nichols & Clark, Cook's-ct, Lincoln's-inn, and Fielding, Canterbury.
Mason, Geo, Queen's-ter, Queen's-rd, New Cross, Livery-stable Keeper. Pet Feb 10. March 3 at 11. Hall, Coleman-st.
Morruss, Edward, Maidstone, Victualler. Pet Feb 12 (for pau). March 3 at 1. Aldridge.
Rutland, Geo, Brighton, Milliner. Pet Feb 12 (for pau). March 3 at 1. Aldridge & Bromley.
Silcock, Robt Cooke, Lincoln-pl, New North-road, Hoxton, Builder. Pet Feb 13. March 3 at 1. Fossick, Broad-st-bdgs.
Smith, Wm Bestoe, Sudbury, Suffolk, Surgeon. Pet Feb 13. March 3 at 1. Bromley, Gray's-inn.
Spooner, John, Bishop's Stortford, Linendraper. Pet Feb 7. March 3 at 1. Lloyd, Wood-st.
Thomas, Thos, Princes-st, Cavendish-sq, out of business. Pet Feb 16. March 3 at 12. Ashurst & Co., Old Jewry.
Thwaites, Chas, & Artis Chas. Thwaites, Ann's-ter, Poulton-sq, Chelsea, Middlx, Carpenters. Pet Feb 12. March 3 at 11. Buchanan, Basinghall-st.

To Surrender in the Country.

Adams, Richd Kimber, Lower East-st, Southampton, Baker. Pet Feb 7. Southampton, March 9 at 12. Mackey, Southampton.
Aslett, Wm, Hard, Portsea, Beer Seller. Pet Feb 11. Portsmouth, Feb 28 at 11. Paffard, Portsea.
Barnes, Rupert, Stoke-upon-Trent, Plumber. Pet Feb 10. Stoke-upon-Trent, Feb 28 at 11. Stevenson.
Bates, Josiah, Heaton Norris, Manch, Rope Manufacturer. Pet Feb 14. Manch, March 4 at 11. Horner, Manch.
Bean, Christopher, Lincoln, Labourer. Pet Feb 12. Lincoln, Feb 27 at 11. Brown & Son, Lincoln.
Bell, Thos, Chesterfield, Milk Seller. Pet Feb 14. Sheffield, Feb 28 at 10. Cutts, Chesterfield, and Smith & Burdekin, Sheffield.
Bicherton, Benj, Wrockwardine, Salop, Forgeman. Pet Feb 12. Wellington, March 6 at 10. Walker, Wellington.
Birtwhistle, Dani, Bury, Lancaster, Builder. Pet Feb 13. Manch, March 6 at 12. Richardson, Manch.
Boffey, Robt, & Wm Boffey, Ashton, nr Wigan, Farmers. Pet Feb 13. Manch, March 2 at 11. Swan, Manch.
Bucuris, Elias, Everton, Publican. Feb 12. Lpool, Feb 28 at 11.
Burgoyne, Wm, Barton-lane End Estate, nr Gloucester, Builder. Pet Feb 12. Gloucester, March 3 at 12. Smallbridge, Gloucester.
Buxton, Edwin John, Embden-st, Hulme, Agent. Pet Feb 12. Salford, Feb 28 at 9.30. Swan, Manch.
Carrall, Hezekiah, Kingston-upon-Hull, out of business. Pet Feb 11. Kingston-upon-Hull, March 4 at 12. Pettingell, Hull.
Cassidy, John, Huddersfield, Plumber. Pet Feb 6. Huddersfield, March 5 at 10. Dransfield, Huddersfield.
Chamberlain, Wm Wright, Stratford-on-Avon, Coal Dealer. Pet Feb 12. Stratford-upon-Avon, Feb 27 at 10. Lane, Stratford-upon-Avon.
Cheetham, Wm Hy, Hulme, Manch, Cashier. Pet Feb 12. Manch, Feb 27 at 11. Crowther & Farrington, Manch.
Clarke, Jas, St Paul, Exeter, Butcher. Pet Feb 11. Exeter, Feb 27 at 11. Toby, Exeter.
Clayton, John, Tapton, Chesterfield, Farmer. Pet Feb 14. Sheffield, Feb 28 at 10. Cutts, Chesterfield, and Smith & Burdekin, Sheffield.
Collins, Wm, Burn-bridge, nr Selby, York, Publican. Pet Feb 13. Selby, Feb 28 at 11. Battle, Selby.
Coale, Roger, Swindon, Wilts, Tailor. Pet Feb 11. Swindon, March 7 at 10. Rawlings, Melksham, Wilts.
Cole, Saml, Holsworthy, Devon, Farmer. Pet Feb 12. Exeter, March 6 at 12. Hirtzel, Exeter.
Cox, Hy, Birm, Retail Brewer. Pet Feb 12. Birm, March 2 at 12. Parry, Birm.
Day, Wm, Pewsey, Wilts, Shoemaker. Pet Feb 10. Marlborough, March 4 at 12. Holloway & Harrod, Marlborough and Pewsey.
Dent, Jno, Atherstone, Carpenter. Pet Feb 14. Atherstone, Feb 28 at 11. Baxter, Atherstone.
Dix, Stephen, Barton Turf, Norfolk, Shopkeeper. Jan 16. North Walsham, March 4 at 11. Sadd, Norwich.
Durham, Wm, Lower Swell, Gloucester, Carpenter. Pet Feb 9. Stow, Feb 27 at 11. Kilby, Banbury.
Farley, Chas Rchd, Gondhurst, Kent, Commission Agent. Pet Feb 7. Tenterden, Feb 27 at 2. Morgan, Maidstone.
Ford, Llewellyn, Littledean Woodside, nr Newnham, Gloucester, Pig Dealer, Feb 12. Bristol, Feb 27 at 11. Brittan, Bristol.
Foxwell, Uriah, Old Market-st, Bristol, Carpenter. Pet Feb 12. Bristol, Feb 27 at 11. Bush & Ray, Bristol.
Greatorex, Wm, Hinckley, Leicester, Commission Agent. Pet Feb 13. Birm, March 6 at 12. Cowdell, Hinckley, and James & Co, Birm.
Grocott, Thos, Manch, Photographic Artist. Pet Feb 12. Manch, Feb 27 at 11. Sutton, Manch.
Haigh, Levi, Longwood, Huddersfield, Woollen Cloth Manufacturer. Pet Feb 12. Huddersfield, March 5 at 10. Haigh, Huddersfield.
Hanson, Edwin, Bradford, Carver. Pet Feb 13. Bradford, March 4 at 10.30. Dawson, Bradford.
Hardwick, Andrew, Bradford, out of business. Pet Feb 13. Bradford, March 4 at 10.30. Gant, Bradford.
Hathaway, Wm Cotterell, Birm, Caster. Pet Feb 13. Birm, March 2 at 10. East, Birm.
Hewitt, Jas, Winterton, Norfolk, Pork Butcher. Pet Feb 10. Gt Yarmouth, Feb 27 at 12. Chamberlin, Gt Yarmouth.
Holman, Rchd, jun, Maristowe, Devon, Shoemaker. Pet Feb 14. Tavistock, Feb 25 at 2. Edmunds & Sons, Plymouth.
Horsfield, Jno, Sheffield, Publican. Pet Feb 14. Sheffield, Feb 28 at 10. Broadbent, Sheffield.
Hunter, Wm, Manch, Commission Agent. Pet Feb 12. Manch, March 2 at 12. Storer, Manch.
Jones, Joseph, Stafford, Victualler. Pet Feb 12. Birm, Feb 27 at 12. Hodgson & Co, Birm, and Hinds, Stafford.
Kidd, Sampson, Leek, Stafford, Blacksmith. Pet Feb 12. Leek, Feb 26 at 11. Redfern, Leek.
Langford, Jno, Copthorn, nr Shrewsbury, Cattle Dealer. Pet Feb 13. Birm, March 2 at 12. Barlow & Smith, Birm.
Lawton, Benj, Rochdale, Card Maker. Pet Feb 13. Rochdale, March 2 at 11. Booth, Rochdale.
Legge, Jno Hy, Kingsomborne, Southampton, Tailor. Pet Feb 12. Romsey, March 4 at 11. Mackey, Southampton.
Liptrot, Jno, Bolton, Shopkeeper. Pet Feb 16. Bolton, March 4 at 10. Edge, Bolton.
Marratt, Chas, Barrowby, Lincoln, Tailor. Pet Feb 11. Grantham, Feb 27 at 11. Palmer, Grantham.
Masters, Jno, Weymouth, Dorset, Carpenter. Pet Feb 7. Melcombe Regis, Feb 27 at 10. Cornelius, Weymouth.
Millar, Rbt, Pendering, Brecon, Common Brewer. Feb 7. Bristol, Feb 27 at 11. Brittan, Bristol.
Morton, David, Basford, Nottingham, Bleacher. Pet Feb 13. Nottingham, April 1 at 11. Maples, Nottingham.
Newton, Rchd Wm, Somer's-rd, Portsea, Seedsman. Pet Feb 11. Portsmouth, Feb 28 at 11. Paffard, Portsea.
Nichols, Sml, Hockley, Birm, Jeweller. Pet Feb 13. Birm, March 2 at 10. Duke, Birm.
Nicholson, Wm, Bedford, Tailor. Pet Feb 12. Bedford, Feb 26 at 12. Conquest & Stimson, Bedford.
Nolan, Luke, Lpool. Feb 12. Lpool, Feb 28 at 11.
Parry, Chas, Hanbury, nr Droitwich, Worcester, Farmer. Pet Feb 12. Birm, March 6 at 12. Tombs, Droitwich, and James & Co, Birm.
Phillips, Thos, Byton, Hereford, Innkeeper. Pet Feb 11. Presteign, Feb 27 at 11. Cheese, Kington.
Pollott, Hy Fisher, Brighton, Gardener. Pet Jan 24 (for pau). Lewes, Feb 25 at 11. Goodman, Brighton.
Price, Elihu, Birm, Merchant. Pet Feb 14. Birm, March 6 at 12. Richards & Gillam, Birm.
Richardson, Thos, Kingston-upon-Hull, Builder. Pet Feb 11. Hull, March 4 at 12. Summers, Hull.
Rider, Thos, Manch, Commission Agent. Pet Feb 12. Manch, March 4 at 12. Boote, Manch.
Solloway, Edw, Stafford, Clicker. Pet Feb 11. Birm, March 6 at 12. Hodgson & Co, Birm, and Hinds, Stafford.
Spencer, Rbt, Milton Abbott, Devon, Farmer. Pet Feb 13. Tavistock, Feb 25 at 1. Chilcott, Tavistock.
Stansfield, Geo, Idle, York, Farmer. Pet Feb 13. Bradford, March 4 at 10.30. Terry & Watson, Bradford.
Stott, John, Lindley, Huddersfield, Powerloom Overlooker. Pet Feb 10. Huddersfield, March 5 at 10. Foster, Halifax.
Streather, Wm, Raunds, Northampton, Builder. Pet Feb 13. Thrapston, Feb 27 at 11. Deacon, Peterborough.
Thorpe, John, Middleham, York, out of business. Pet Feb 4. Leyburn, March 9 at 10. Teale, Leyburn.
Turner, Thos Allen, Birm, Currier. Pet Feb 14. Birm, March 2 at 12. Hawkes, Birm.
Tweed, Chas, Upper Beeding, Sussex, Blacksmith. Pet Feb 12. Brighton, March 4 at 11. Goodman, Brighton.
Wannop, Arthur Johnson, Brampton, Cumberland, Draper. Feb 10. Brampton, March 10 at 3. Wannop, Carlisle.
Ward, Daniel, Bridport, Dorset, Ironfounder. Pet Feb 12. Exeter, March 6 at 12. Flight & Loggin, Bridport, and Hirtzel, Exeter.
Wilton, John, jun, Edgmond, Salop, Confectioner. Pet Feb 11. Newport, March 4 at 10. Taylor, Wellington.
Woodward, Nathaniel, Shilton, Warwick, Butcher. Pet Feb 14. Nuneaton, March 5 at 10. Estlin, Nuneaton.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 13, 1863.

Blake, Thos Trevillon, Dymchurch, Kent, Farmer. Feb 11.
Solloway, Edw, Stafford, Clicker. Feb 10.

BANKRUPTCIES IN IRELAND.

M'Carthy, Wm J, Dublin, & David M'Carthy, & Jeremiah M'Carthy, Clontarf, & Daniel Flannery, of Capel-st, Dublin, Hardware Merchants. To surr Feb 24 and Mar 13.
Dunne, Patrick, Mountmellick, Provision Merchant. To surr Feb 24 and March 13.
Owens, Patrick, Roscrea, Grocer. To surr Feb 24 and March 13.
Star, Geo Baxter, 7 Lower Ormond-quay, Dublin, House Painter. To surr Feb 24 and March 17.
Sweeny, Joseph, Ballymahon, Grocer. To surr Feb 24 and March 17.
Fisher, Peter Moor, Youghal, Miller. To surr Feb 27 and March 20.
Weatherup, Wm, Blackrock and Seapoint, Dublin, Grocer. To surr Feb 27 and March 20.